

# **CORIX MULTI-UTILITY SERVICES INC.**

## **PANORAMA MOUNTAIN VILLAGE** **PROPANE GAS TARIFF**

Containing Definitions, Terms and Conditions and Rates for Service

This Tariff is available for public inspection at Corix Multi-Utility Services Inc., Langley, B.C., and at the office of the British Columbia Utilities Commission in Vancouver.

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Issued by:  
Errol South, Director, Regulatory Affairs  
Corix Multi-Utility Services Inc.

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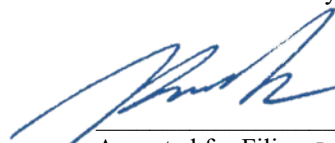
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**SECTION A - DEFINITIONS**

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

**Basic Charge:**

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

**Commercial Service:**

The provision of firm Gas supplied to one Delivery Point and through one Meter Set for use in approved appliances in commercial, institutional, or small industrial operations.

**Commission:**

Refers to the British Columbia Utilities Commission,

**Company:**

Corix Multi-Utility Services Inc. (CMUS)

**Customer:**

Any person, partnership, corporation, organization, company or Government agency served with Gas by the Company at any one Premises.

**Delivery Point:**

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

**Delivery Pressure:**

The pressure of the Gas at the Delivery Point.

**Gas:**

Propane Gas

**Gas Service:**

The delivery of Gas through a Meter Set.

**Gigajoule:**

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

**Main:**

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


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**Main Extension:**

Means an extension of one of CMUS' mains with low, distribution, intermediate or transmission pressures, and includes tapping of transmission pipelines, the installation of any required pressure regulating facilities and upgrading of existing mains, or pressure regulating facilities on private property, but does not include the installation of Service Lines or Meter Sets.

**Meter Set:**

An assembly of CMUS owned metering and ancillary equipment and piping.

**Month:**

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

**Premises:**

A building, a separate unit of a building, or machinery together with the surrounding land.

**Rate Schedule:**

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

**Residential Premises:**

The Premises of a single Customer, whether single family dwelling, separately metered single-family townhouse, row house, apartment, or single-metered apartment blocks with four or less apartments.

**Residential Service:**

Firm Gas Service provided to a residential premise.

**Service:**

The provision of Gas Service or other related Service by CMUS.

**Service Agreement:**

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

**Service Line:**

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

**Service-Related Charges:**

Include Application Fees, Service Connection Charges, late payment charges, plus Social Services Tax; Goods and Services Tax, or other taxes related to these charges.

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**Panorama Mountain Village:**

Shall have the same meaning as Panorama a community located approximately 18 km southwest of the District of Invermere and is in the Regional District of the East Kootenay.

**Standard Fees and Charges Schedule:**

The schedule attached to and forming part of the Terms and Conditions which lists the various fees and charges relating to service provided by CMUS as approved from time to time by the Commission.

**CMUS:**

Refers to Corix Multi-Utility Services Inc. carrying on the business of a propane gas distribution utility.

**CMUS System:**

Refers to the propane gas distribution system (gas utility) constructed within the Panorama Mountain Village.

**Temporary Service:**

A service where Gas will be, or in the opinion of the Company, is likely to be taken for a limited period of time.

**Tenant:**

A Person who has the temporary use and occupation of real property owned by another person.

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

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

CMUS serves Customers solely in accordance with the Propane Gas Tariff, including Terms and Conditions and Rate Schedules. Individuals, persons, or other entities seeking to become Customers and purchase propane gas shall apply for service.

Application for service can be made in person or in writing or by telephone. Applicants will be required by CMUS to complete and sign an Application form or a Service Agreement. The Application will become a contract upon commencement of service, and the provisions of the tariff will be part of said contract. Applicants may be required to provide reference information and identification acceptable to CMUS. The Customer will be required to pay the Application Fee as set out in the Standard Fees and Charges Schedule.

If an Applicant is requesting Service from CMUS at more than one Premises, or for more than one separately operated business, the Applicant will be considered a separate Customer for each of the Premises and businesses. For this provision, CMUS will determine whether any building contains one or more Premises, or any business is separately operated.

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

A Service Connection and a meter set are required to connect all Premises to CMUS' Gas distribution system.

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

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

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

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### 3. CONDITIONS ON USE OF SERVICE

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

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

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

### 4. ASSIGNMENT

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

### 5. SERVICE LINE CONNECTIONS

An Applicant for service must pay the applicable Service Connection Charges as set out in the Standard Fees and Charges Schedule. A Service Connection Charge shall include only the costs of the underground Service Line connection. The following conditions apply:

i.) Premises Connected:

If a Premises is already connected to CMUS' Gas system at the time when the application for service is made then the Application Fee will be waived for reactivation of service, if service was discontinued for the reasons described in Item 9(b).

The Application Fee may also be waived if a Landlord requires Gas Service for a short period between the time of a Tenant moving out and a new one moving in.

ii.) Premises Not Connected:

If a Premises is not connected to CMUS' Gas system at the time when the Application for Service is made, then a Service Line Connection and a Meter Set are required, and the Applicant shall pay CMUS an amount as set out under the Standard Fees and Charges Schedule.

iii.) Conditions Governing Service Line Installation and Connection Charges:

- If CMUS' Main is adjacent to the Customers Premises, CMUS will designate the location of the Service Lines on the Customer's Premises and determine the amount of space that must be left unobstructed around them, and will install the Service Line from the main line to the meter set at no additional cost than the Standard Fees and Charges provided that:

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- the Service Line follows the route which is the most suitable to CMUS, and
  - the estimated direct cost of the Service Line does not exceed the Service Connection Charge set out in the Standard Fees and Charges Schedule, and
  - the distance from the front of the Customer's building or machinery to the meter does not exceed 1.5 meters.
- The Applicant shall pay the Service Connection Charge as set out in the Standard Fees and Charges Schedule. CMUS may achieve a lower actual installation cost than that shown in the Standard Fees and Charges Schedule, in which case the actual cost of installation will be charged to the Applicant.
  - CMUS will normally serve each private property parcel of land with one Service Connection. If a Customer requests more than one Service Connection to the Premises, on the same Rate Schedule, CMUS may install the Service Line and charge the Customer the Application Fee as set out in the Standard Fees and Charges Schedule, as well as the full cost (including overheads) for the Service Line installation in lieu of the Service Connection Charge set out in the Standard Fees and Charges Schedules. CMUS will bill the additional Service Connection from a separate meter account. If the additional Service Connection is requested by a spouse, contractor, employee, agent or partner of the existing Customer, the same charges will apply.
  - Where a new Service Line is required to serve more than one Customer at a Premises and the Service is provided with Gas meters connected to a meter manifold, the Application and Service Line Installation Fees for manifold meters set out in the Standard Fees and Charges Schedule will apply.
  - CMUS may charge the Customer for all additional costs as determined by CMUS to install the Service Line in accordance with the Customer's request in excess of the Service Connection Charge.
  - A Customer applying for Temporary Service must pay CMUS in advance for the costs which CMUS estimates it will incur for the installation and subsequent removal of the facilities necessary to supply Gas to the Customer. Such costs shall include charges for labour, administration and depreciation on materials as determined by CMUS.
  - During frost conditions, CMUS may postpone all construction until frost conditions no longer exist. If CMUS is requested to carry out the construction, the Applicant or Customer may be required to pay all costs in excess of the Service Connection Charge which are incurred due to the frost conditions.
  - CMUS owns the entire Service Line from the Main up to and including the Meter Set, whether it is located inside or outside the Customer's Premises.

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- If the supply of Gas to a Customer's Premises is cut off for any reason, CMUS is not required to remove the Service Line from the Customer's property.
- The Customer must advise CMUS promptly of any damage occurring to the Service Line.
- A Customer must not construct any permanent structure over a Service Line or install any air intake openings or sources of ignition, which contravene government regulations, codes or CMUS' policies.
- The Customer will be responsible for all necessary site preparation including clearing building materials, construction waste, equipment, soil, and gravel piles over the proposed service line route. CMUS may recover from the customer, any additional costs associated with delays or additional site visits necessitated by inadequate or substandard site preparation by the Customer.

## 6. METER INSTALLATION

In order to bill the Customer for Gas delivered, CMUS will install one or more Meter Sets on the Customer's Premises. All Meter Sets will be located outside the Customer's Premises at locations designated by CMUS, unless the Company approves otherwise. The installation cost of the first Meter Set is included in the Meter Installation Charge as shown in the Standard Fees and Charges Schedule.

No Meter Sets or related equipment will be installed, connected, moved, or disconnected except by CMUS' authorized employees, contractors, agents or by other Persons with CMUS' written permission.

If a Customer requests a relocation or modification to the Meter Set or related equipment, including automatic and/or remote meter reading, such requests must be approved by CMUS in writing, and the costs of the modifications borne by the Customer. If any of the changes to the Meter Set or related equipment require CMUS to incur ongoing incremental operating and maintenance costs, CMUS may recover these costs from the Customer through a monthly charge. This situation also applies if the change or modification is necessitated by the actions of the Customer.

## 7. EQUIPMENT AND FACILITIES ON PRIVATE PROPERTY

CMUS is not responsible for any facilities and equipment on the Customer's Premises beyond the Meter Set. CMUS will only maintain its Service Lines and Meter Sets located on the Customer's property. All customer-owned equipment, gas piping and facilities used to connect to CMUS' Gas system shall be approved by and installed in a manner satisfactory to CMUS and the local Gas Inspection authority.

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## 8. CONNECTIONS AND DISCONNECTIONS

No connections, disconnections, extensions, replacements, or any other changes are to be made to the CMUS' Gas distribution system by anyone other than authorized CMUS employees, contractors or agents, or other Persons authorized in writing by CMUS. Any change in the location of a Service Line must be approved in writing by CMUS and will be undertaken at the expense of the Customer if requested by or necessitated by the actions of the Customer.

## 9. SERVICE RECONNECTIONS

- (a) A Customer shall pay an Application Fee, as set out in the Standard Fees and Charges Schedule, when service is reconnected to Premises disconnected for the following reasons:
- i.) At the request of the Customer;
  - ii.) To permit the Customer to make alterations to or on the private property;
  - iii.) To permit a test of a meter at the request of a Customer, pursuant to the Electricity and Gas Inspection Act (Canada), and the meter is later determined to be accurate within the limits prescribed by that Act;
  - iv.) Because CMUS was ordered to disconnect by the appropriate inspection Authority;
  - v.) For breach of the Propane Gas Tariff.

In addition to the Application Fee, the Applicant for reactivation must pay a Reactivation Charge to CMUS which is the greater of:

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

The Reactivation Charge applies when the same Customer, or the spouse, employee, agent, contractor, or partner of the same Customer requests reactivation of Service to the Premises within twelve (12) months of the disconnection.

- (b) A Customer shall not be required to pay a Reactivation Charge or Application Fee when the service disconnection was made for the reason of public safety or when CMUS made the service disconnection for service requirements of CMUS.

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## 10. SERVICE UPGRADES AND EXTENSIONS

The Customer may make application to CMUS to upgrade or extend the Service Line beyond the normal standard connection. Upon approval by CMUS and agreement for payment by the Customer of the additional costs, CMUS will upgrade or extend the Service Line only if it is on the route approved by CMUS.

## 11. MAIN EXTENSIONS

- i.) **System Expansion** - CMUS will make extensions of its Gas distribution system in accordance with system development requirements.
- ii.) **Ownership** - All extensions of the Gas distribution system will remain the property of CMUS.
- iii.) **Economic Test** - All applications to extend the Gas distribution system to one or more new Customers will be subject to an economic test approved by the Commission. The economic test will be a discounted cash flow analysis of the projected revenue and costs associated with the Main Extension. The Main Extension will be deemed to be economic and will be constructed if the results of the economic test indicate a zero or positive net present value.
- iv.) **Revenue** - The projected revenue to be used in the economic test will be determined by CMUS by:
  - (a) estimating the number of Customers to be served by the Main Extension;
  - (b) establishing consumption estimates for each Customer;
  - (c) projecting when the Customer will be connected to the Main Extension; and
  - (d) Applying the appropriate revenue margins for each Customer's consumption.

The revenue projection will take into consideration the estimated number and type of Gas appliances used and the effect of variations in weather conditions have on consumption. In addition, the projected revenue from Application Fees and Service Connection Charges will be included. Only those Customers expected to connect to the Main Extension within 5 years of its completion will be considered.

- v.) **Costs** - The total costs to be used in the economic test include, without limitation:
  - (a) the full labour, material, and other costs necessary to serve the new Customers including Mains, Service Lines, Meter Sets and any related facilities such as pressure reducing stations and pipelines;
  - (b) the appropriate allocation of CMUS' overheads associated with the construction of the Main Extension;

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- (c) the incremental operating and maintenance expenses necessary to serve the Customers; and
- (d) An allocation of system improvement costs.

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

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

- vi.) **Contributions in Aid of Construction** - If the economic test results indicate a negative net present value, the Main Extension may proceed provided that the shortfall in revenue is eliminated by contributions in aid of construction by the Customers to be served by the Main Extension, their agents or other parties, or if there are non-financial factors offsetting the revenue shortfall that are deemed to be acceptable by the Commission, CMUS may finance the contributions in aid of construction for Customers. Contributions of less than \$100 per Customer may be waived by CMUS.
- vii.) **Contributions Paid by Connecting Customers** - The Customers connecting at the time the Main Extension is built will pay the total required contribution. CMUS will collect contributions from all Customers connecting during the first five years after the Main Extension is built. As additional contributions are received from Customers connecting to the main extension, partial refunds will be made to those Customers who had previously made contributions. At the end of the fifth year, all Customers will have paid an equal contribution, after reconciliation and refunds.

For larger Main Extension projects, CMUS may use the Main Extension Contribution Agreement for initial contributions. Customers will be billed the contribution amount after the Main Extension is built.

- viii.) **Refund of Contributions** - A review will be performed annually, or more often at the Company's discretion, to determine if a refund is payable to all Customers who have contributed to the extension. If the review of contributions indicates that refunds are due, the following shall apply:
  - (a) individual refunds greater than \$100 will be paid at the time of the review;
  - (b) individual refunds less than \$100 will be held until a subsequent review increases the refund payable over \$100, or until the end of the five-year contributory period;
  - (c) no interest will be paid on contributions that are subsequently refunded;
  - (d) the total amount of refunds issued will not be greater than the original amount of the contribution; and

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- (e) if, after making all reasonable efforts, CMUS is unable to locate a Customer who is eligible for a refund, the Customer will be deemed to have forfeited the contribution refund and the refund will be credited to the other Customers who contributed towards the Main Extension.
- ix.) **Extensions to Contributory Extensions** - When a Main Extension is attached to an existing contributory Main Extension within the five-year contributory period for the existing extension, the new extension will be evaluated using the Main Extension Test to determine whether a contribution is required. A prorated portion of the total contribution for the existing contributory extension will be assigned to the new extension based on expected use, point of connection, and other factors. Any contributions toward the cost of the existing extension from Customers on the new extension will be used to provide partial refunds to the contributing Customers on the existing extension. The total refunds issued will not exceed the total amount of contributions paid by Customers on the existing extension.
- x.) **Security** - In those situations where the financial viability of a Main Extension is uncertain. CMUS may require a security deposit in the form of cash or an equivalent form of security acceptable to CMUS

## 12. RESALE / UNAUTHORIZED SUPPLY OR USE

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

## 13. METERING

In order to determine for billing purposes, the quantity of Gas consumed by the Customer, normally one-Meter Set approved by Measurement Canada will be installed by CMUS on the Customer's Premises at a location most convenient to CMUS.

The quantity of Gas delivered to the Premises will be metered using apparatus approved by Measurement Canada. The amount of Gas registered by the Meter Set during each billing period will be converted to Gigajoules in accordance with the Electricity and Gas Inspection Act and rounded to the nearest one-tenth of a Gigajoule.

A Customer who has more than one Meter set at the same Premises or adjacent Premises, may apply to CMUS to consolidate its Meter Sets. If CMUS approves the Customer's application, the Customer will be charged the value of all plant abandoned except Meter Sets that are removed to facilitate Meter Set consolidation. In addition, the Customer will be charged CMUS' full costs, including overheads, for any abandonment, Meter Set removal and alteration downstream of the new Meter Set. If a new Service Line is required, CMUS will charge the Customer the Service Connection Fee and the Application Fee. In addition,

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the Customer will be required to sign a release, waiving CMUS' liability for any damages should the Customer decide to re-use the abandoned plant downstream of the new Meter Set.

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

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

#### **14. METER READING**

The interval between consecutive meter readings shall be at the sole discretion of CMUS. CMUS will normally read the meter at monthly intervals for Residential and Commercial Customers.

#### **15. METER TESTING**

Any Customer who doubts the accuracy of the meter measuring Gas used by him/her may have the meter tested. Applications for such tests should be made directly, or by mail to CMUS. The Customer must pay the Meter Testing Charge as indicated in the Administrative Charges Schedule.

If Customer has an unresolved dispute with CMUS regarding a meter, the Customer should contact the District Inspector, Electricity and Gas Inspection Services in the Province of British Columbia.

Should the meter on such test be found to register with an error greater than that permitted under the Electricity and Gas Inspection Act of Canada, CMUS will refund the Meter Testing Charge to the Customer.

Should the testing indicate that the meter is recording correctly, as defined by the Electricity and Gas Inspection Act, the Customer must pay CMUS for the cost of removing, replacing, and testing the meter less any Meter Testing Fees paid to CMUS pursuant to that meter dispute.

#### **16. BILLING**

- (a) Bills will be rendered based on the Customer's Service Agreement, the Rate Schedules under which the Customer is provided Service and the Fees and Charges contained in the Standard Fees and Charges Schedule.
- (b) If meter readings cannot be obtained for any reason, the consumption may be estimated by CMUS and used for billing purposes, and the next bill, which is based on actual meter

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readings, will be adjusted for the difference between estimated and actual use over the interval between meter readings.

- (c) If any meter fails to register or registers incorrectly, the consumption may be estimated by CMUS and used for billing purposes, subject to Section 17 (Back Billing).
- (d) Gas Service to each Meter Set will be billed separately for Customers who have more than one Meter Set on their Premises.
- (e) If the Customer terminates a Service Agreement, CMUS may estimate the final meter reading for final billing.
- (f) Bills will be rendered as often as deemed necessary by CMUS, but generally on a monthly or bi-monthly basis. The due date for payment of bills shown on the face of the bill is the first business day after:
  - i.) The twenty first (21<sup>st</sup>) calendar day following the billing date; or
  - ii.) Such other period as may be defined in a Special Contract or agreed upon by the Customer and CMUS.
- (g) Bills shall be paid at the business office of CMUS, or as otherwise directed by CMUS.
- (h) Customers requesting historic billing information may be charged the cost of processing and providing this information.

## 17. BACKBILLING

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

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

- 1) Back billing means the re-billing by CMUS for services rendered to a Customer because the original billings were discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Customer or CMUS and may result from the conduct of an inspection under provisions of the federal statute, the Electricity and Gas Inspection Act ("EGI Act"). The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:
  - (a) stopped meter
  - (b) metering equipment failure
  - (c) missing meter now found

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- (d) switched meters
  - (e) double metering
  - (f) incorrect meter connections
  - (g) incorrect use of any prescribed apparatus respecting the registration of a meter
  - (h) incorrect meter multiplier
  - (i) the application of an incorrect rate
  - (j) incorrect reading of meters or data processing
  - (k) tampering, fraud, theft or any other criminal act
- 2) Whenever the dispute procedure of the EGI Act is invoked, the provisions of that Act apply, except those which purport to determine the nature and extent of legal liability flowing from metering or billing errors.
- 3) Where metering or billing errors occur and the dispute procedure under the EGI Act is not invoked, the consumption and demand will be based upon the records of CMUS for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable, and fair estimates may be made by CMUS. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.
- 4) If there are reasonable grounds to believe that the Customer has tampered with or otherwise used CMUS' service in an unauthorized way, or evidence of fraud, theft or other criminal act exists, then the extent of back-billing will be for the duration of the unauthorized use, subject to the applicable limitation period provided by law, and the provisions of items (7), (8), (9) and (10) below do not apply.

In addition, the Customer is liable for the direct (unburdened) administrative costs incurred by CMUS in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

Under-billing resulting from circumstances described above will bear interest at the rate normally charged by CMUS on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.

- 5) In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's ongoing bill.
- 6) In every case of over-billing, CMUS will refund to the Customer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law. Simple interest, computed at the short-term bank loan rate applicable to CMUS on a monthly basis, will be paid to the Customer.

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

## 18. EQUAL PAYMENT PLAN

CMUS does not offer an Equal Payment Plan within its Propane Gas Tariff.

## 19. LATE PAYMENT CHARGE

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

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**20. RETURNED CHEQUE CHARGE**

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

**21. REFUSAL TO PROVIDE SERVICE AND DISCONTINUANCE OF SERVICE**

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

- (a) failed to fully pay for services at any or all premises on or before the due date, or
- (b) failed to pay any required security deposit, equivalent form of security, or post a guarantee or required increase in it, by the specified date, or
- (c) is in receivership or bankruptcy, or operating under the protection of any insolvency legislation and has failed to pay any outstanding bills to CMUS, or
- (d) Occupied the premises with another occupant who has an outstanding account incurred for service while occupying any premises at the same time as the Customer.

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

- (e) refused to provide reference information and identification acceptable to CMUS, when applying for service or at any subsequent time on request by the Company, or
- (f) breached the terms and conditions upon which service is provided by the Company, or
- (g) has defective pipe, appliances, or Gas fittings in the Premises, or
- (h) uses Gas in such a manner, as in CMUS' opinion may:
  - lead to a dangerous situation, or
  - cause undue or abnormal fluctuations in the Gas pressure in the transmission or distribution system, or
- (i) fails to make modifications or additions to the Customer's equipment which have been required by CMUS to prevent the danger or control the fluctuations described in (h) above, or

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- (j) fraudulently misrepresents to CMUS its use of Gas or the volume delivered, or vacates the Premises, or
- (k) has his/her Service Agreement terminated for any reason, or
- (l) stops consuming Gas on the Premises.

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

## 22. SECURITY FOR PAYMENT OF BILLS

- (a) Customers who have not established or maintained credit to the satisfaction of CMUS, may be required to provide a security deposit or equivalent form of security, the amount of which may not
  - be less than \$50, or
  - Exceed an amount equal to the estimate of the total bill for the two highest consecutive months' consumption of Gas by the Customer.
- (b) A security deposit or equivalent form of security is not an advance payment.
- (c) CMUS will pay interest on a security deposit at the rate and at the times specified in the Standard Fees and Charges Schedule. If a security deposit is returned to a Customer for any reason, CMUS will credit any accrued interest to the Customer's account at that time. No interest is payable on any unclaimed deposit left with CMUS after the account for which it is security is closed, or on a deposit held by CMUS in a form other than cash.
- (d) When the Customer pays the final bill, CMUS will refund any security deposit plus any accrued interest or cancel the equivalent form of security.
- (e) If CMUS is unable to locate the Customer to whom a security deposit is payable and it remains unclaimed for 10 years, the deposit then becomes the property of CMUS.
- (f) If a Customer's bill is not paid when due, CMUS may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest towards payment of the bill. Under these circumstances, CMUS may still elect to discontinue service to the Customer for failure to pay for Service.
- (g) If a Customer's security deposit or equivalent form of security is appropriated by CMUS for payment of an unpaid bill, the Customer must re-establish the security deposit or equivalent form of security before CMUS will reconnect or continue service to the Customer.

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**23. ACCOUNT CHARGE - EXISTING INSTALLATION**

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

- (1) If the new Customer is, or was, the spouse of the former Customer.
- (2) If the new Customer is the owner or operator of multi-tenant premises, one standard charge shall be paid with respect to all accounts for single-family dwellings for which he will be the Customer in such premises.

**24. TERM OF SERVICE AGREEMENT**

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

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

The Service Agreement would be renewed unless:

- (a) The Service Agreement or the applicable Rate Schedule specifies otherwise, or
- (b) The Service Agreement is terminated pursuant to Item 25 below, or
- (c) A refund has been made pursuant to Item 26, or
- (d) The Service Agreement is for Seasonal Service.

The Service Agreement would be automatically renewed at the end of its initial term as follows:

- From month to month for Residential or Commercial Service, and
- From year to year for all other types of Gas Service.

**25. TERMINATION OF SERVICE**

Unless the Service Agreement or applicable Rate Schedule specifies otherwise, the Customer may terminate the Service Agreement after the end of the initial term by giving CMUS at least 48 hours' notice. The Customer will be held responsible for all Gas consumed on the premises and all damage to meters or other apparatus of CMUS between the date of the Customer's removal from the premises and the date that the Service Agreement is properly terminated.

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

After receiving a termination notice for a Premises, and after a reasonable period of time during which a new Customer has not applied for Gas Service at the Premises, CMUS may seal off the Service Line to the Premises and remove the Meter Set.

CMUS reserves the right to suspend or terminate service at any time to prevent fraudulent use of Gas, to protect its property, to protect its service to other Customers, if the Customer fails to comply with the terms of his/her Service Agreement, or if CMUS is ordered by a competent government authority to suspend or terminate such service.

## 26. DELAYED CONSUMPTION

- (a) If a Customer has not consumed Gas for a period of twelve (12) months after the installation of the Service Line to the Customer's Premises, CMUS may charge the Customer the full cost of construction and installation of the Service Line and Meter Set less any contributions in aid of construction paid to that date.
- (b) If the Customer has not consumed Gas within twelve (12) months after the installation of the Service Line to the Customer's Premises, CMUS may charge the minimum charge for each billing period after that.

## 27. LIABILITY

- (a) CMUS will endeavour to provide a regular and uninterrupted supply of Gas, but it does not guarantee a constant supply of Gas or the maintenance of unvaried pressures. CMUS, its employees, contractors or agents are not responsible or liable for any loss, injury (including death), damage or expense incurred by any Customer or any Person claiming by or through the Customer, caused by or resulting from, directly or indirectly, any discontinuance, suspension, or interruption of, or failure or defect in the supply or delivery or transportation of, or refusal to supply, deliver, or transport Gas, or provide Service, unless the loss, injury (including death), damage or expense is directly attributable to the gross negligence or willful misconduct of CMUS, its employees, contractors or agents provided, however, that CMUS, its employees, contractors and agents are not responsible for any loss of profit, loss of revenues or other economic loss even if the loss is directly attributable to the gross negligence or willful misconduct of CMUS, its employees, contractors or agents.
- (b) Gas service may be temporarily suspended to make repairs or improvements to CMUS' system or in the event of fire, flood or other sudden emergency. CMUS will, whenever practicable, give notice of such suspension to the Customer and will restore service as soon as possible. Telephone, newspaper, flyer, radio, or other acceptable announcement method may give such notice. CMUS shall not be liable for any loss, injury or damage caused by or arising out of any such suspension of service.

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- (c) The Customer is responsible for all expense, risk, and liability with respect to:
- the use or presence of Gas before it passes the Delivery Point in the Customer's Premises, and
  - CMUS owned facilities serving the Customer's Premises.

If any loss or damage caused by or resulting from failure to meet that responsibility is caused, or contributed to, by the act or omission of the Customer or a Person for whom the Customer is responsible.

- (d) The Customer is responsible for all expense, risk, and liability with respect to the use or presence of Gas after it passes the Delivery Point.
- (e) The Customer is responsible for all expense, risks, and liability with respect to all Meter Sets or related equipment at the Customer's Premises unless any loss or damage is:
- directly attributable to the negligence of CMUS, its employees, contractors, or agents, or
  - caused by or resulting from a defect in the equipment. The Customer must prove such negligence or defect.
- (f) The Customer will indemnify and hold harmless CMUS, its employees, contractors and agents from all claims, loss, damage, costs, or injury (including death) suffered by the Customer or any Person claiming by or through the Customer or any third party caused by or resulting from the use of Gas by the Customer or the presence of Gas in the Customer's Premises, or from the Customer or Customer's employees, contractors or agents damaging CMUS' facilities.

## 28. ACCESS TO PREMISES AND EQUIPMENT

CMUS' agents, contractors and employees shall have, at all reasonable times, free access to the Company's meters and apparatus and the pipes leading there from on the Customer's Premises to ascertain the quantity or method of use of service, as well as for the purpose of reading, testing, repairing, or removing meters and ancillary equipment, turning Gas on or off, conducting system leakage surveys, stopping leaks, and examining pipes, fittings, connections, and appliances.

## 29. CURTAILMENT OF SERVICE

CMUS will use its best efforts to provide the constant delivery of Gas and the maintenance of unvaried pressures. However, at any time in the event of a breakdown or failure of the main supply or distributing plant or equipment, or to comply with the requirements of any law, the Company shall have the right to require any Customer or class or classes of Customers or all its Customers, until notice of termination of the requirement is given, or between specified hours, to

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discontinue the use of Gas for any purpose or purposes or to reduce in any specified degree or quantity his/her consumption of Gas for any purpose or purposes.

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

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

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

### **30. DISTURBING USE**

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

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

### **31. TAXES**

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

### **32. RENTAL PREMISES**

As a condition of service to Rental Premises, an owner or operator who wishes CMUS to consider dealing directly with a tenant or tenants may be required to enter into a Rental Premises Agreement with CMUS which provides for responsibilities of the owner or operator in relation to payment for service used in the Premises. Notwithstanding any Rental Premises Agreement CMUS may, at its sole option at any time and from time to time, either:

- i.) deal directly with the owner or operator of the Premises as a Customer of the Company with respect to any and/or all services to the Premises, or

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- ii.) subject always to the provisions of any Rental Premises Agreement, deal directly with each tenant as a Customer of the Company.

### 33. RATE SCHEDULES

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

CMUS will endeavour to provide the Customer with information and advice with respect to all rates available to the Customer from time to time, but in every case the selection of the rate used shall be the sole responsibility of the Customer.

The Customer may apply at any time in writing to be billed on another rate schedule from that under which he is being served. The Company may, in its sole discretion, reject, defer, or approve such application.

In general, approval will not be granted:

- i.) if the rate schedule which the Customer applies for was used by the Customer during the preceding twelve months, or
- ii.) if the rate applied for is, in the opinion of CMUS, not available to the Customer.

### 34. SPECIAL CONTRACTS AND TARIFF SUPPLEMENTS

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

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

### 35. CONFLICTING TERMS AND CONDITIONS

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

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### 36. AUTHORITY OF AGENTS OF CMUS

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

### 37. DIRECT PURCHASE AGREEMENTS

Where CMUS incurs any costs relating to implementing, providing or facilitating the direct purchase arrangements of a Customer, agent, broker or marketer, CMUS may, subject to Commission approval, collect those costs from the Customer, agent, broker or marketer. Such costs may include the cost of arranging, acquiring, or transporting substitute Gas supplies as well as any other costs or obligations relating to the direct purchase arrangement that are incurred by CMUS. CMUS can bill the Customer for such costs as part of the regular CMUS bill for Service.

The customer, or its agent, will be responsible for the safe delivery to CMUS storage facility of any propane supplies. CMUS may charge a reasonable fee for to receive such supplies related to the appropriate cost of labour incurred. CMUS may limit the amount of propane gas stored in CMUS' storage facility for any individual customer or group of customers as to ensure adequate capacity for CMUS' system sales customers.

Where a Customer has acquired Gas under a direct purchase arrangement and later wishes to return to CMUS' Gas supply system, the following may apply:

- (a) CMUS may require that the Customer provide CMUS with one year's written notice before the date on which the Customer wishes to return to the CMUS Gas supply, and
- (b) CMUS will supply the Customer with system Gas when the Customer wishes to return to system Gas supply if CMUS is able to secure additional Gas supply and transportation to accommodate the Customer, and
- (c) CMUS may, subject to Commission approval, charge the customer for any costs associated with the Customer returning to the CMUS system Gas supply. Such costs may include, among other things, the costs of securing additional Gas supply and transportation to accommodate the Customer. CMUS can bill the Customer for such costs as part of the regular CMUS' bill for service.

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**38. STANDARD FEES AND CHARGES SCHEDULE**

**Application Fee:**

Existing Installation	\$50.00
New Installation	\$50.00
New Installation – Manifold Meters	\$50.00 per meter

**Service Connection Charge:**

New Installation – Residential and Small Commercial	\$1,100.00 (*)
New Installation – Large Commercial	Individual Quotation

**Service Line Allowance:**

Residential and Small Commercial	Up to 26mm diameter service line and maximum length of 30 metres
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**Meter Installation Charge:**

Residential and Small Commercial	\$330.00
Large Commercial	Individual Quotation
Manifold Meters	Individual Quotation

(\*) As per Section 5 of this Tariff, the actual cost of installation may be lower than the Service Connection Charge in which case the actual cost would apply.

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**39. ADMINISTRATIVE CHARGES SCHEDULE**

<u>Late Payment Charge</u>	1.5% per month (19.6% per annum) on outstanding balance
<u>Returned Cheque Charge (NSF)</u>	\$25.00

Interest on Cash Security Deposit:

CMUS will pay interest on cash security deposit at CMUS’ prime interest rate minus 2%. CMUS’ prime interest rate is defined as the floating annual rate of interest which is equal to the rate of interest declared from time to time by CMUS’ lead bank as its “prime rate” for loans in Canadian dollars.

Payment of interest will be credited to the Customer's account in January of each year.

Metering Related Charges:

By meter capacity:

Meter rated at less than or equal to 14.2 m <sup>3</sup> /hour	\$30.00
Meter rated greater than 14.2 m <sup>3</sup> /hour	\$100.00

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**SECTION C – RATE SCHEDULES**

**RATE SCHEDULE 1: RESIDENTIAL SERVICE**

**Available**

This Rate Schedule is available in the CMUS service area. The service area is within the boundary of Panorama Mountain Resort.

**Applicable**

This Rate Schedule is applicable to firm Gas supplied at one Premise for use in approved appliances for all residential applications in single-family residences, separately metered single – family townhouses, row houses and apartments and single metered apartment blocks with four or less apartments.

**Table of Charges:**

1. <b>Basic Charge</b> per month	\$15.00
2. <b>Delivery Charge</b> per Gigajoule	\$5.75
3. <b>Gas Cost Recovery Charge</b> per Gigajoule	\$11.692

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

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**RATE SCHEDULE 2: SMALL COMMERCIAL SERVICE**

**Available**

This Rate Schedule is available in the CMUS service area provided adequate capacity exists in the CMUS System. The service area is within the boundary of Panorama Mountain Resort.

**Applicable**

This Rate Schedule is applicable to Customers with a normalized annual consumption at one Premises of less than 2,000 gigajoules of firm Gas, for use in approved appliances in commercial, institutional, or small industrial operations.

**Table of Charges:**

1. <b>Basic Charge</b> per month	\$25.00
2. <b>Delivery Charge</b> per Gigajoule	\$ 5.75
3. <b>Gas Cost Recovery Charge</b> per Gigajoule	\$11.692

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



**RATE SCHEDULE 3: LARGE COMMERCIAL SERVICE**

**Available**

This Rate Schedule is available in the CMUS service area provided; adequate capacity exists in the CMUS System. The service area is within the boundary of Panorama Mountain Resort.

**Applicable**

This Rate Schedule is applicable to Customers with a normalized annual consumption at one Premise of greater than 2,000 gigajoules of firm Gas, for use in approved appliances in commercial, institutional, or small industrial operations.

**Table of Charges:**

1. <b>Basic Charge</b> per month	\$100.00
2. <b>Delivery Charge</b> per Gigajoule	\$ 5.75
3. <b>Gas Cost Recovery Charge</b> per Gigajoule	\$11.692

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