



CITY OF PRINCE GEORGE

City of Prince George
District Energy System Bylaw No. 8471, 2012

CONSOLIDATED VERSION

CONSOLIDATED FOR CONVENIENCE

Revised: April 23, 2025

CONSOLIDATED VERSION

“CITY OF PRINCE GEORGE DISTRICT ENERGY SYSTEM**BYLAW NO. 8471, 2012”**

This is a consolidation of the bylaws listed below and includes amendments up to the date noted on the cover page. This document is for convenience only and is not the legal or official version. Certified copies of the original bylaws should be consulted for all interpretations and applications of the subject Bylaw. Copies can be obtained through the Legislative Services Division at City Hall by contacting (250) 561-7792 or cityclerk@princegeorge.ca.

<u>AMENDING BYLAW</u>	<u>EFFECTIVE DATE</u>	<u>AMENDMENT(S)</u>
Bylaw No. 9537, 2025	April 23, 2025	Section 15.1, 16.2, Schedule B and Schedule C

CITY OF PRINCE GEORGE DISTRICT ENERGY SYSTEM BYLAW NO. 8471, 2012

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CITY OF PRINCE GEORGE
BYLAW NO. 8471, 2012

Amending Bylaw	
	<p>A Bylaw of the City of Prince George to provide for the establishment and operation of a district energy system service.</p> <p>WHEREAS the <i>Community Charter</i> empowers a municipality to provide any service that the Council considers necessary or desirable, and a municipality may do so directly or through another person or organization.</p> <p>AND WHEREAS the City of Prince George wishes to establish a service for the purpose of providing energy for space heating and domestic water heating to buildings located within a certain portion of the municipality.</p> <p>NOW THEREFORE the Council of the City of Prince George enacts as follows:</p>
	<p>PART 1: INTERPRETATION</p> <p>1.1 Name and Citation</p> <p>This Bylaw shall be known and cited for all purposes as “City of Prince George District Energy System Bylaw No. 8471, 2012.”</p>
	<p>1.2 Definitions</p> <p>Unless the context indicates otherwise, in this Bylaw and in the Schedules referred to herein the following words have the following meanings:</p> <ul style="list-style-type: none"> (a) “Back-Billing” has the meaning given in Section 14.1 of this Bylaw; (b) “Building” means any multi-family residential, commercial, institutional and industrial building, and includes new and existing buildings described in Section 3.1 of this Bylaw; (c) “Building Mechanical System” means a DES-compatible mechanical system, including an internal space heating and domestic hot water distribution system, for a Building located on Designated Property that is to receive the Services; (d) “City” means the City of Prince George; (e) "Contamination" means the presence in the soil, sediment or groundwater of special waste or another substance in quantities or concentrations exceeding criteria, standards or conditions established by the applicable present and future statutes, laws, rules, regulations and orders of any legislative body, governmental

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	<p>agency or duly constituted authority now or hereafter having jurisdiction over the environment;</p> <p>(f) “Council” means the Council of the City of Prince George;</p> <p>(g) “Customer” means an Owner of a Designated Property who is being provided with the Services or who has filed an application for Services with the Service Provider that has been approved by the Service Provider;</p> <p>(h) “Delivery Point” means the outlet of the Heat Exchanger;</p> <p>(i) “DES” means the district energy system consisting collectively of the Lakeland ETS, the Energy Centre, the Distribution System, the material, machinery, equipment and fixtures forming part of the Energy exchange system used for the purpose of heating the fluid that flows through the Distribution System and the Service Connections and all equipment including the pressure vessels, conduits, pipes, valves, lines, pumps, Heat Exchangers and Meter Sets together with all fluid, ancillary appliances and fittings necessary to provide Energy to Designated Properties in the Service Area and all additions thereto and replacements thereof as such system is expanded, reduced or modified from time to time;</p> <p>(j) “Designated Property” means the Building(s) to which this Bylaw applies pursuant to Section 3.1 of this Bylaw;</p> <p>(k) “Distribution System” means the system of fluid pipes, fittings and ancillary components used for distributing fluid for the purposes of providing Energy to Designated Properties in the Service Area including all additions thereto and replacements thereof and the system of fluid pipes connecting the Lakeland ETS to the Energy Centre, and connecting the Distribution System to the Service Connection, including all additions thereto and replacements thereof;</p> <p>(l) “Energy” means heated water;</p> <p>(m) “Energy Centre” means the peaking backup energy centre situated on the lands and premises owned by the City having a civic address of 215 George Street, legally described as: Parcel Identifier: 028-408-527 Parcel A (Being a consolidation of Lots 1 and 2, see BB1297840) Block 43 District Lot 343 Cariboo District Plan 1268, which houses peaking and backup natural gas fired boilers and distribution pumps that provide Energy to each Designated Property through the Distribution System;</p>

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	<p>(n) “Fees” means, collectively, the fees specified in Schedule “B” (Fees) attached hereto, as amended from time to time;</p> <p>(o) “Heat Exchanger” means the equipment including ventilation systems and electrical pumps installed at a Designated Property to transfer Energy from the DES to the Designated Property;</p> <p>(p) “Lakeland Energy Plant” means those portions of the timber processing facility presently owned by Lakeland Mills Ltd. or leased by Lakeland Mills Ltd. from the City, and situated on the Lakeland Lands, as may be modified, expanded, contracted or replaced from time to time, that are necessary in order to supply suitable thermal energy to the Lakeland ETS and the Energy Centre;</p> <p>(q) “Lakeland ETS” means the energy transfer station owned by the City and situated on the Lakeland Lands, through which thermal energy from the Lakeland Energy Plant is transferred to the DES;</p> <p>(r) “Lakeland Lands” means those certain lands and premises in the City of Prince George, British Columbia legally described as:</p> <p style="padding-left: 40px;">Parcel Identifier: 007-737-319 Lot 1 District Lots 343 662 1511 Cariboo District Plan 32219;</p> <p>(s) “Meter Set” means an assembly of metering and ancillary equipment, including Heat Exchangers, that measure the amount of Energy consumed by a Customer;</p> <p>(t) “Owner” means a person who owns, occupies, or controls a parcel of real property with a Building thereon, and includes a registered owner, an owner under agreement, an occupier of Crown land, a cooperative association incorporated or continued under the <i>Cooperative Association Act</i> of British Columbia, a strata corporation established or continued under the <i>Strata Property Act</i> of British Columbia and an owner of a freehold estate in a Strata Lot;</p> <p>(u) “Person” or “person” means any individual, corporation, limited-liability company, partnership, firm, joint venture, association, trust, or other entity or organization, including a government authority;</p> <p>(v) “Rates” means, collectively, the fixed monthly charges, capacity charges and volumetric charges for Services specified in Schedule “C” (Rates and Charges) attached hereto, as amended from time to time;</p>

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	<p>(w) “Service Area” means the area in the City of Prince George outlined in heavy black line on the map attached hereto as Schedule “A” (Service Area Boundary) as amended from time to time;</p> <p>(x) “Service Connection” means that portion of the DES extending from the Distribution System to the Delivery Point;</p> <p>(y) “Service Provider” means the City or such other Person appointed, contracted or otherwise engaged by the City to operate, maintain and manage the DES on behalf of the City, and to provide the Services to Customers in accordance with the terms and conditions of this Bylaw, including its successors, assigns, officers, employees, servants, agents and contractors;</p> <p>(z) “Service Related Charges” include, but are not limited to, the fees specified in Schedule “B” (Fees), the rates and charges specified in Schedule “C” (Rates and Charges), HST or GST as applicable, and all other taxes applicable to the Services;</p> <p>(aa) “Services” means the delivery of Energy from and through the DES to a Delivery Point and through a Meter Set for use in a Designated Property, and any service provided in connection with the DES, including but not limited to providing a Service Connection, re-activating existing Service Connections, transferring an existing account, changing the type of Services provided, or making alterations to existing Service Connections, Heat Exchangers or Meter Sets;</p> <p>(bb) “Services Agreement” means an agreement between the Service Provider and a Customer for the provision of Services, whether such agreement is in the form of a written application of the Customer for Services that has been approved by the Service Provider and that is deemed to include the terms and conditions specified in this Bylaw; or the Service Provider’s standard services agreement signed by the Customer;</p> <p>(cc) “Strata Lot” has the meaning given in the <i>Strata Property Act</i> of British Columbia; and</p> <p>(dd) “Superintendent of Operations” means the individual appointed to be the Superintendent of Operations of the City, or his or her duly appointed representative.</p>
	1.3 Headings and Table of Contents

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	<p>The division of this Bylaw into sections and the insertion of the table of contents and headings are for convenience of reference only and shall not affect the construction or interpretation of this Bylaw.</p> <p>1.4 Severability</p> <p>Each provision of this Bylaw 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 shall not affect the legality, validity or enforceability of the remainder of or any other provision of this Bylaw.</p>
	<p>1.5 Schedules</p> <p>The following schedules are incorporated into and form a part of this Bylaw:</p> <p>Schedule “A” - Service Area Boundary Schedule “B” - Fees Schedule “C” - Rates</p>
	<p>PART 2: ESTABLISHMENT OF DES</p>
	<p>2.1 Authorization for DES Services</p> <p>Council hereby authorizes the operation, maintenance, repair, and management of the DES to provide Services at any Designated Property within the Service Area.</p>
	<p>2.2 Ownership of DES</p> <p>Ownership of the DES, including any expansion or extension of the DES, is to remain vested in the City or its transferees or assigns, as the case may be, and is not to pass to any Owner, or other person who has an interest in a Designated Property, and despite any attachment or annexation to a Designated Property or other real property, the Distribution System, Service Connections, Meter Sets and Heat Exchangers shall not become part of a Designated Property or other real property.</p>
	<p>PART 3: APPLICATION OF BYLAW</p>
	<p>3.1 Voluntary Use of DES</p> <p>An Owner of property located within the Service Area may apply to the Service Provider to utilize the DES through the provision of Services, and if:</p>

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	<p>(a) the Superintendent of Operations is of the opinion that the DES is capable of servicing the existing Building or a new Building proposed for construction or under construction, as the case may be, that is the subject of the application;</p> <p>(b) the Superintendent of Operations is of the opinion that servicing the Building is necessary or desirable; and</p> <p>(c) the Owner enters into a Services Agreement with the Service Provider, in such form and substance that is satisfactory to the Superintendent of Operations;</p> <p>then the Superintendent of Operations may approve the application for Services, in which case the Owner must utilize the DES in accordance with the terms and conditions of the Services Agreement and this Bylaw.</p>
	PART 4: APPLICATION REQUIREMENTS
	<p>4.1 Application for Services</p> <p>An Owner of a Designated Property seeking the Services pursuant to Section 3.1 of this Bylaw must apply to the Service Provider for the Services at least 120 days before the date the Owner requires the Services.</p>
	<p>4.2 Required Documents</p> <p>An Owner applying for Services may be required to complete and sign an application form and a Services Agreement provided by the Service Provider.</p>
	<p>4.3 Separate Properties</p> <p>If an Owner is requesting Services from the Service Provider at more than one Designated Property, then the applicant shall be considered a separate Customer for each Designated Property.</p>
	<p>4.4 Refusal of Application</p> <p>The Service Provider may refuse to accept an application for Services for any of the following reasons:</p> <ul style="list-style-type: none"> (a) the applicant has failed to furnish adequate security deposits for billings by a specified date pursuant to Section 12; (b) the applicant has failed to pay by the due date the Service Provider's bill for Service Related Charges in respect of another Designated Property owned by the same Person as the applicant;

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	<ul style="list-style-type: none"> (c) the applicant is in receivership or bankruptcy, or operating under the protection of any insolvency legislation; (d) the applicant has failed to apply for Services in accordance with this Bylaw; (e) the applicant has failed to ensure that there is an adequate supply to the Designated Property of electricity required to operate the Heat Exchanger electrical pumps, whether by failure to pay utility bills or otherwise howsoever, with the result that electricity to the Designated Property has been reduced or interrupted and the proper operation of a Heat Exchanger has been negatively affected; (f) the Designated Property, or a portion thereof, contains Contamination which the Service Provider, acting reasonably, determines has adversely affected or has the potential to adversely affect the Service Provider's facilities, or the health or safety of its workers or which may cause the Service Provider to assume any liability for cleanup, remediation, other costs associated with the Contamination; (g) the Superintendent of Operations is of the opinion that the DES is at capacity and does not have sufficient available Energy to provide Services to the applicant; or (h) the Superintendent of Operations is of the opinion that the requirements of Section 3.1 have not been satisfied.
	PART 5: AGREEMENT TO PROVIDE SERVICE
	<p>5.1 Term</p> <p>A Services Agreement between a Customer and the Service Provider shall commence on the later of:</p> <ul style="list-style-type: none"> (a) the date the Customer's application is approved by the Service Provider; or (b) the date indicated in the Service Provider's standard services agreement, or if none, the date that the standard services agreement is signed by the Customer; <p>and shall continue until the Services Agreement is terminated either in accordance with the terms of the Services Agreement or the terms of this Bylaw.</p>
	<p>5.2 Customer Status</p> <p>An Owner becomes a Customer of the Service Provider on the earlier of:</p> <ul style="list-style-type: none"> (a) the date that the term of the Services Agreement commences under Section 5.1 above; or

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	(b) the date that the Service Provider commences the provision of Services to the Owner's Designated Property.
	<p>5.3 No Assignment/Transfer</p> <p>A Customer may not transfer or assign a Services Agreement without the prior written consent of the Service Provider.</p>
	PART 6: CONNECTING FOR SERVICES
	<p>6.1 Service Connection</p> <p>Subject to Section 6.4 of this Bylaw, the Service Provider shall serve each Designated Property with one Service Connection and its own Meter Set.</p>
	<p>6.2 Installation of Service Connection</p> <p>The Service Provider shall:</p> <ul style="list-style-type: none"> (a) designate the location of the Heat Exchanger, Meter Set and Service Connection on the Designated Property and determine the amount of space that must be left unobstructed around them; (b) install the Heat Exchanger and Meter Set upon payment of the applicable installation Fees set out in Schedule "B" (Fees) to this Bylaw; and (c) install the Service Connection from the DES to the Delivery Point on the Designated Property using the route which is the most suitable to the Service Provider.
	<p>6.3 Customer Requested Routing</p> <p>If a Customer requests:</p> <ul style="list-style-type: none"> (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; or (b) that the Heat Exchanger or Meter Set be installed at a different location from the location designated by the Service Provider, <p>and provided that:</p> <ul style="list-style-type: none"> (c) the Customer pays the Service Provider in advance for all additional costs as determined by the Service Provider to install the Heat Exchanger, Meter Set and Service Connection in accordance with the Customer's request; and

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	<p>(d) the Service Provider is satisfied that approving the Customer’s request shall not have an adverse effect on the operations of the DES or create any other undesirable consequences, including but not limited to public health and safety concerns,</p> <p>then the Service Provider may accept the request.</p>
	<p>6.4 Additional Service Connections</p> <p>A Customer may apply to the Service Provider for one or more additional Service Connections at a Designated Property, which may be provided at the sole discretion of the Service Provider. If the Service Provider agrees to install an additional Service Connection, the Service Provider may charge the Customer, in addition to the service connection installation fee set out in Schedule “B” (Fees), the actual full cost (including overhead costs) for the Service Connection installation. The Service Provider shall bill each additional Service Connection from a separate meter and account.</p>
	<p>6.5 Site Preparation</p> <p>Customers shall 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.</p>
	<p>6.6 Easement, Statutory Right of Way and Section 219 Covenant</p> <p>(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 a statutory right of way to be registered against title to the Designated Property, in the form specified by the Service Provider, relating to the installation, operation and maintenance on the Designated Property of all necessary facilities for supplying the Services to the Designated Property.</p> <p>(b) If one or more privately-owned intervening properties are located between the Designated Property and the DES, then the Customer shall obtain, at the Customer’s sole cost and expense, a registered easement and a statutory right of way in favour of the Service Provider, in a form specified by the Service Provider, for the installation, operation and maintenance on each intervening property of all necessary facilities for supplying the Services to the Designated Property.</p>
	<p>6.7 Maintenance by Service Provider</p>

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	Subject to Section 6.8 of this Bylaw, the Service Provider shall maintain the Service Connection, Heat Exchanger and Meter Set.
	<p>6.8 Maintenance by Customer</p> <p>Each Customer and Owner of Designated Property must maintain and repair the mechanical systems in all Buildings on their Designated Properties up to the Delivery Points, including without limitation:</p> <ul style="list-style-type: none"> (a) keeping the Building Mechanical System free of foreign material so as to prevent fouling of the Heat Exchangers; and (b) treating all water in the Building Mechanical System sufficiently to prevent corrosion of the Heat Exchangers.
	<p>6.9 Temporary Interruption of Services by Request</p> <p>A Customer or Owner may apply to the Service Provider to temporarily interrupt Services to a Designated Property by closing the appropriate valves or by such other means as the Service Provider may find appropriate. The Customer or Owner shall pay the applicable Service call Fees set out in Schedule “B” for such temporary interruption of Services.</p>
	<p>6.10 Notification of Damage</p> <p>The Customer must advise the Service Provider immediately of any damage to the Service Connection, Heat Exchanger or Meter Set.</p>
	<p>6.11 No Obstruction</p> <p>A Customer must not construct any permanent structure which, in the sole opinion of the Service Provider, obstructs access to a Service Connection, Heat Exchanger or Meter Set.</p>
	<p>6.12 Removal of Service Connection</p> <p>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 the Service Connection from the Customer's Designated Property.</p>
	PART 7: HEAT EXCHANGERS, METER SETS AND METERING
	<p>7.1 Installation</p>

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	<p>In order to provide the Services and bill a Customer for Energy delivered, the Service Provider shall install one or more Heat Exchangers and Meter Sets on a Customer's Designated Property. The technical specifications of all Heat Exchangers and Meter Sets shall be determined by the Service Provider. Unless approved by the Service Provider, all Heat Exchangers and Meter Sets shall be installed at locations chosen by the Service Provider.</p>
	<p>7.2 Measurement</p> <p>The quantity of Energy delivered to a Designated Property shall be metered using a Meter Set approved by the Service Provider. The amount of Energy registered by the Meter Set during each billing period shall be converted to kilowatts and rounded to the nearest one-tenth of a kilowatt.</p>
	<p>7.3 Testing Meters</p> <p>The Service Provider shall test a Customer's Meter Set once every two years at the Service Provider's cost and expense. A Customer may apply to the Service Provider for additional testing of a Meter Set. Upon payment of the additional Meter Set testing fee set out in Schedule "B", the Service Provider shall 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:</p> <ul style="list-style-type: none"> (a) the Customer is entitled to return of the additional meter testing fee paid under this Bylaw; (b) the cost of removing, replacing and testing the Meter Set shall be borne by the Service Provider, subject to Section 19.5 of this Bylaw; and (c) the Service Provider shall estimate the resulting billing overpayment or shortfall, and settle with the Customer accordingly, provided any such settlement shall not extend beyond 12 months before the month in which the test takes place.
	<p>7.4 Defective Meter Set</p> <p>If a Meter Set ceases to register, then the Service Provider shall estimate the volume of Energy delivered to the Customer according to the procedures set out in Section 13.7 of this Bylaw.</p>
	<p>7.5 Protection of Equipment</p> <p>The Customer must take reasonable care of and protect all Heat Exchangers, Meter Sets and related equipment on the Customer's Designated Property. The Customer's responsibility for expense, risk and liability with respect to all Heat</p>

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	Exchangers, Meter Sets and related equipment is set out in Section 19.5 of this Bylaw.
	<p>7.6 No Unauthorized Changes</p> <p>No Person shall install, connect, move or disconnect a Heat Exchanger, Meter Set or related equipment other than the Service Provider's authorized employees, contractors or agents or other Person acting with the Service Provider's prior written permission.</p>
	<p>7.7 Removal of Equipment</p> <p>If Services to a Designated Property are discontinued or terminated for any reason then the Service Provider may, but is not required to, remove the Heat Exchanger, Meter Set and related equipment from the Designated Property.</p>
	<p>7.8 Customer Requested Alterations</p> <p>A Customer may apply to the Service Provider to remove, relocate or alter a Meter Set, Heat Exchanger or related equipment servicing a Designated Property, which removal, relocation or alteration may or may not be provided at the sole discretion of the Service Provider. If the Service Provider agrees to remove, relocate, or alter the Meter Set, Heat Exchanger or related equipment:</p> <ul style="list-style-type: none"> (a) the Service Provider shall provide the Customer with an estimate of the cost; (b) the Customer must pay the Service Provider the amount of the estimate before commencement of the work; (c) after completion of the work, the Service Provider shall notify the Customer of the actual cost; (d) if the actual cost is more than the estimated cost, the Customer 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 must pay the Customer the excess, except that if the Customer owes the Service Provider money under this Bylaw at that time, the Service Provider may apply and set-off the excess against such debt; and (f) if any of the changes to the Heat Exchanger, Meter Set 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.
	PART 8: DES EXPANSIONS AND EXTENSIONS

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	<p>8.1 Expansion and Extension</p> <p>The City may make extensions and expansions of the DES in accordance with system development requirements.</p>
	<p>PART 9: ENTRY AND ACCESS TO DESIGNATED PROPERTY</p>
	<p>9.1 Access to Designated Property</p> <p>The Customer must provide free access to, and the Service Provider and 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 Exchangers and ancillary equipment, turning Energy on or off, completing system leakage surveys, stopping leaks, examining pipes, connections, fittings and appliances and reviewing the use made of Energy delivered to the Customer, to inspect and determine whether all regulations, prohibitions and requirements contained in this Bylaw and in any Services Agreement are being satisfied, or for any other related purpose which the Service Provider requires.</p>
	<p>9.2 Access to Equipment</p> <p>Each Customer and Owner must at all reasonable times provide clear access to the Service Provider's equipment situated on a Designated Property, including Service Connections, Meter Sets, Heat Exchangers and other ancillary equipment.</p>
	<p>PART 10: APPLICATION AND SERVICE CONNECTION INSTALLATION FEES</p>
	<p>10.1 Fees for Applications and Installations</p> <p>Each person who submits an application or requests any installation for the purposes of receiving Services under this Bylaw must pay all applicable Fees set out in Schedule "B".</p>
	<p>10.2 Waiver of Application Fee</p> <p>Notwithstanding Section 10.1, no Fees shall be payable by a Customer for the reactivation of Services that were discontinued by the Service Provider pursuant to Section 16.1.</p>
	<p>10.3 Reactivation Fees</p> <p>If Services are terminated:</p>

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	<p>(a) for any of the reasons described in Section 17; or (b) to permit a Customer or Owner to make alterations to their Designated Property;</p> <p>and the Service Provider receives an application to reactivate Services to the same Designated Property within 12 months of the date of Services termination, then the applicant for reactivation must pay the greater of:</p> <p>(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 “C” (Rates and Charges) which would have been paid by the Customer between the time of termination and the time of reactivation of Services.</p>
	<p>10.4 Identifying Meter Sets</p> <p>If a Customer requests the Service Provider to identify the Meter Set that serves the Customer’s Designated Property after the Meter Set was installed, then the Customer shall pay to the Service Provider the costs the Service Provider incurs in re-identifying the Meter Set where:</p> <p>(a) the Meter Set is found to be properly identified; or (b) the Meter Set is found to be improperly identified as a result of Customer activity, including but not limited to: (i) a change in the civic address of the Designated Property at the request of the Customer; or (ii) the Customer renovating or partitioning the Designated Property.</p>
	<p>10.5 Basis of Fees</p> <p>The Fees specified in Schedule “B” (Fees) shall be based on the cost of providing, maintaining and expanding the Services, and may be different for each Designated Property based upon the use, capacity and consumption of each Designated Property.</p>
	<p>PART 11: SERVICE RELATED CHARGES AND OTHER COSTS</p>
	<p>11.1 Service Related Charges</p> <p>Each Customer must pay to the Service Provider the applicable Service Related Charges for the Services as specified in Schedule “B” (Fees) and Schedule “C” (Rates and Charges), as amended from time to time.</p>

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	<p>11.2 Calculation of Service Provider’s Costs</p> <p>If the City is the Service Provider, calculation of the costs or estimated costs the City incurs or expects to incur under this Bylaw is to include, without duplication, amounts spent by the City 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 set by the City for its own equipment, and fees and other charges payable to an independent contractor, plus an amount to cover the City’s overhead and administrative expenses.</p>
	<p>11.3 Electrical Pump Electricity Costs</p> <p>If a Heat Exchanger installed on a Designated Property is operated by one or more electrical pumps, the Customer must pay all costs of electricity consumed by the electrical pumps for the proper operation of the Heat Exchanger.</p>
	<p>PART 12: SECURITY FOR PAYMENT OF BILLS</p>
	<p>12.1 Security Deposit</p> <p>If a Customer cannot establish or maintain credit to the satisfaction of the Service Provider, then the Customer may be required to provide a security deposit in the form of cash or an equivalent form of security acceptable to the Service Provider, the amount of which shall not:</p> <ul style="list-style-type: none"> (a) be less than \$50; and (b) be greater than an amount equal to the estimate of the total bill for the two highest consecutive months’ consumption of Energy by the Customer.
	<p>12.2 Refund of Deposit</p> <p>After the Customer pays the final bill for Services, the Service Provider shall refund any remaining cash security deposit to the Customer, or shall cancel the equivalent form of security and provide evidence of such cancellation upon request by the Customer.</p> <p>12.3 Unclaimed Refund</p> <p>If, despite reasonable efforts, the Service Provider is unable to locate the Customer to whom a cash security deposit is repayable, and the cash security deposit remains unclaimed 5 years after the date on which it first became refundable, the deposit, together with any interest accrued thereon, shall be forfeited and shall become the absolute property of the Service Provider.</p>

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	<p>12.4 Application of Deposit</p> <p>If a Customer fails to pay a bill when due, the Service Provider may apply all or any part of the Customer's security deposit toward payment of the bill. If the Service Provider utilizes the security deposit, the Service Provider may also discontinue Services to the Customer for failure to pay for Services on time under Section 17.</p>
	<p>12.5 Top-Up of Deposit</p> <p>If a Customer's security deposit is utilized by the Service Provider for payment of an unpaid bill, the Customer must replenish the security deposit to the original amount before the Service Provider shall reconnect or continue providing Services to the Customer.</p>
	<p>12.6 Failure to Provide Security Deposit</p> <p>Failure to provide security deposit acceptable to the Service Provider may, in the Service Provider's discretion, result in discontinuance or refusal of Services in accordance with this Bylaw.</p>
	PART 13: BILLING
	<p>13.1 Basis for Billing</p> <p>The Service Provider shall bill the Customer in accordance with the Customer's Services Agreement and this Bylaw, for the amount of Service Related Charges that the Customer is responsible for paying for.</p>
	<p>13.2 Form of Bill</p> <p>Each bill sent to a Customer by the Service Provider for Service Related Charges shall include:</p> <ul style="list-style-type: none"> (a) the amounts of any Fees, Rates and charges, costs and taxes thereon, that are due and payable; (b) the date when the bill is due and payable; (c) the number of megawatt hours of heat energy supplied to the Heat Exchanger and Meter Set; and (d) the number of megawatt hours of heat energy returned from the Heat Exchanger and Meter Set.
	13.3 Meter Measurement

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	The Service Provider shall measure the quantity of Energy delivered to a Customer using a Meter Set and the starting point for measuring delivered quantities during each billing period shall be the finishing point of the preceding billing period.
	<p>13.4 Multiple Meters</p> <p>For a Customer who has more than one Meter Set on their Designated Property, each Meter Set shall be billed separately.</p>
	<p>13.5 Estimates</p> <p>If the Service Provider is not able to obtain a meter reading for any reason, the Service Provider may estimate the Customer's meter readings for billing purposes.</p>
	<p>13.6 Estimated Final Reading</p> <p>If a Services Agreement is terminated, the Service Provider may estimate the final meter reading for final billing.</p>
	<p>13.7 Incorrect Register</p> <p>If any Meter Set has failed to measure the delivered quantity of Energy correctly, then the Service Provider may estimate the meter reading for billing purposes, subject to Section 14.</p>
	<p>13.8 Bill Frequency</p> <p>The Service Provider may bill a Customer as often as the Service Provider considers necessary and at a frequency established by the Superintendent of Operations.</p>
	<p>13.9 Bill Due Dates</p> <p>The Customer must pay the Service Provider's bill for Service Related Charges on or before the due date shown on each bill.</p>
	<p>13.10 Adjustment for Partial Period</p> <p>The Service Provider may pro rate the amount due from a Customer for a partial billing period, on a daily basis.</p>
	13.11 Historical Billing Information

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	Customers who request historical billing information must pay the Service Provider for the cost of processing and providing the information.
	PART 14: BACK-BILLING
	<p>14.1 Definition of Back-Billing</p> <p>Back-Billing means the re-billing by the Service Provider for Services rendered to a Customer on account of a discovery by either the Service Provider or the Customer that the original billings were either too high (overbilled) or too low (underbilled). The cause of the billing error may include, without limitation, any of the following reasons:</p> <ul style="list-style-type: none"> (a) stopped meter; (b) metering equipment failure; (c) missing meter now found; (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; and (k) tampering, fraud, theft or any other criminal act.
	<p>14.2 Authority for Back-Billing</p> <p>The Service Provider may, in the circumstances specified herein, charge, demand, collect or receive from its Customers for the Services rendered a greater or lesser compensation than that specified in bills provided to Customers.</p>
	<p>14.3 Re-Billing</p> <p>If metering or billing errors occur, the consumption and demand shall be based upon the records of the Service Provider 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 the Service Provider. Such estimates shall be on a consistent basis with Designated Properties and buildings of a similar kind, or according to the Services Agreement.</p>
	14.4 Tampering/Fraud

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	<p>If the Service Provider is of the opinion that reasonable grounds exist to believe that a Customer has tampered with or otherwise used the DES or Services in an unauthorized way, or if there is evidence of fraud, theft or other criminal acts in connection with the use of the DES or the receipt of Services, or if a reasonable Customer should have known of under-billing for Services and failed to promptly bring it to the attention of the Service Provider, then:</p> <ul style="list-style-type: none"> (a) the Back-Billing shall be for the entire duration of the unauthorized use, subject to the applicable limitation period provided by law, and Sections 14.5 to 14.7 shall not apply; (b) the Customer is liable for the direct administrative costs incurred by the Service Provider in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment; and (c) under-billing resulting from circumstances described above shall bear interest at the rate normally charged by the Service Provider on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.
	<p>14.5 Under-Billing</p> <p>Subject to Section 14.4, in every case of under-billing the Service Provider shall Back-Bill the Customer for the shorter of:</p> <ul style="list-style-type: none"> (a) the duration of the error; (b) six months; or (c) the maximum Back-Billing period set out in the Services Agreement between the Customer and the Service Provider, if any.
	<p>14.6 Terms of Repayment</p> <p>Subject to Section 14.4, in cases of under-billing, the Service Provider shall offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term shall be equivalent in length to the Back-Billing period. The repayment shall be interest free and in equal instalments corresponding to the normal billing cycle, provided that delinquency in payment of such instalments shall be subject to the usual late payment charges.</p>
	<p>14.7 Changes in Occupancy</p> <p>Subject to Section 14.4, if changes of occupancy have occurred at a Designated Property, the Service Provider shall make a reasonable effort to locate the former Customer who has been under-billed or over-billed. If the Service Provider is unable to locate such Customer after a period of one year from the discovery of the billing error, then the Service Provider shall cancel the Back-Billing.</p>

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	PART 15: LATE PAYMENT AND RETURNED CHEQUE CHARGES
9537, 2025	<p>15.1 Late Payment Charge</p> <p>If the amount due for Services or any Service Related Charges on any bill has not been received in full by the Service Provider or by an agent acting on behalf of the Service Provider on or before the due date specified on the bill, and the unpaid balance is \$15.00 or more, then the Service Provider shall be subject to the late payment charge specified in Schedule “B” (Fees) in the next bill to the Customer.</p>
	<p>15.2 Returned Cheque Charge</p> <p>If a cheque received by the Service Provider from a Customer in payment of a bill is not honored by the Customer's financial institution for any reason, then the Service Provider may charge and the Customer must pay the fee specified in Schedule “B” (Fees) for processing a returned cheque, whether or not the Service has been disconnected in accordance with the provisions of this Bylaw.</p>
	<p>15.3 Overdue Service Related Charges Collected as Property Taxes</p> <p>If the City is the Service Provider, then any amount due and payable from a Customer for Services or any Service Related Charges that remains unpaid by December 31 of the year in which in the amount became due and payable, shall be added to the property taxes for the Designated Property in question and collected in the same manner and with the same remedies as property taxes.</p>
	PART 16: INTERRUPTION OF SERVICE
	<p>16.1 Right to Restrict</p> <p>The Service Provider may require any of its Customers, at all times or between specified hours, to discontinue, interrupt or reduce to a specified degree or quantity, the use of Energy for any of the following purposes or reasons:</p> <ul style="list-style-type: none"> (a) in the event of a temporary or permanent shortage of Energy, whether actual or perceived by the Service Provider; (b) in the event of a breakdown or failure of the DES; (c) to comply with any legal requirements; (d) to make repairs or improvements to any part of the DES; (e) in the event of fire, flood, explosion or other emergency to safeguard Persons or property against the possibility of injury or damage; or (f) for any other reason that the Service Provider considers necessary.

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9537, 2025	<p>16.2 Notice</p> <p>The Service Provider shall, to the extent practicable, give notice of any service limitations under Section 16.1 to its Customers by:</p> <ul style="list-style-type: none"> (a) the City’s designated Facebook page and through the City’s website; or (b) in accordance with Section 20.1.
	<p>16.3 Failure to Comply</p> <p>If, in the opinion of the Service Provider, a Customer has failed to comply with any requirement under Section 16.1, then the Service Provider may, after providing notice to the Customer in the manner specified in Section 20.1, discontinue Services to the Customer.</p>
	PART 17: DISCONTINUANCE OF SERVICES AND NOTICES OF VIOLATIONS
	<p>17.1 Discontinuance of Services for Failure to Pay</p> <p>Without limiting the Service Provider’s other rights or remedies under this Bylaw, if a Customer fails to pay to the Service Provider any Service Related Charges for more than 30 days after the due date:</p> <ul style="list-style-type: none"> (a) the Service Provider may serve written notice upon the Customer; and (b) such notice will: <ul style="list-style-type: none"> (i) set out the amount owing, (ii) demand payment of that amount within 10 days from the date of such notice, (iii) notify the Customer that failure to pay that amount within such 10 days will result in the Service Provider ceasing Services to the Customer’s Designated Property, and (iv) notify the Customer that the Service Provider will not restore such Services until the Customer has paid to the Service Provider the amount owing together with any additional costs incurred by the Service Provider in connection with such cessation and restoration of Services.
	<p>17.2 Notice of Violation</p> <p>The Service Provider may give written notice to any Customer or other Person ordering or directing that Customer or other Person to:</p>

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	<p>(a) discontinue or refrain from proceeding with any work or doing anything that contravenes this Bylaw; or</p> <p>(b) carry out any work or do anything to bring a Building Mechanical System into conformity with this Bylaw,</p> <p>within the time specified in such notice.</p>
	<p>17.3 Discontinuance of Services for other Non-Compliance</p> <p>Without limiting the Service Provider’s other rights or remedies under this Bylaw, if a Customer fails to comply with the rules or requirements established by this Bylaw or by a Services Agreement, the Service Provider may enforce such compliance against the Customer by discontinuing the Services to the applicable Designated Property after providing at least seven days’ written notice to the Customer. Such written notice must include provision for the Customer to have an opportunity to make representations to Council with respect to the proposed discontinuance of Services. After the Customer has had an opportunity to make representations to Council, the Service Provider must give the Customer seven days’ written notice of any proposed discontinuance of Services.</p>
	<p>PART 18: TERMINATION OF SERVICE AGREEMENT</p>
	<p>18.1 Termination by the Service Provider</p> <p>Unless the Services Agreement specifies otherwise, if Services are discontinued under Section 17, the Service Provider may terminate a Services Agreement by giving the Customer at least two days’ written notice.</p>
	<p>18.2 Continuing Obligation</p> <p>The Customer is responsible for, and must pay for, all Energy delivered to the Customer’s Designated Property until the Services Agreement is terminated and is responsible for all damage to and loss of Heat Exchangers, Meter Sets or other equipment of the Service Provider on the Designated Property.</p>
	<p>18.3 Effect of Termination</p> <p>Termination of a Services Agreement does not release the Customer from any obligations under the Services Agreement which expressly or by their nature survive the termination of the Services Agreement.</p>
	<p>18.4 Sealing Service Connection</p>

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	After the termination of Services to a Designated Property and after a reasonable period of time during which a new Customer has not applied for Services at the Designated Property, the Service Provider may seal off the Service Connection to the Designated Property.
	PART 19: LIMITATIONS ON LIABILITY
	<p>19.1 No Guarantee of Services</p> <p>The Service Provider does not guarantee Services, or any particular level of Services, to any Designated Property.</p>
	<p>19.2 No Liability</p> <p>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, Owner or any Person claiming by or through the Customer or Owner 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 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 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 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 if the City is not the Service Provider, or their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents.</p>
	<p>19.3 Responsibility before and after Delivery Point</p> <p>The Customer is responsible for all expense, risk and liability for:</p> <ul style="list-style-type: none"> (a) the use or presence of Energy, being delivered from the DES to a Customer's Designated Property, after it passes the Delivery Point in the Customer's Designated Property; (b) the use or presence of Energy, being returned from a Customer's Designated Property to the DES, before it passes the Delivery Point in the Customer's Designated Property; and

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	<p>(c) the Service Provider-owned and City-owned facilities serving the Customer's Designated Property, 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 at law, including without limitation by vandalism or other willful destruction of City-owned equipment.</p>
	<p>19.4 Responsibility after Delivery Point</p> <p>The Customer is responsible for all expense, risk and liability with respect to the use or presence of Energy being delivered to the Customer's Designated Property after it passes the Delivery Point.</p>
	<p>19.5 Responsibility for Heat Exchanger, Meter Set and altered Service Connections</p> <p>The Customer is responsible for all expense, risk and liability:</p> <ul style="list-style-type: none"> (a) with respect to all Heat Exchangers, Meter Sets or related equipment at the Customer's Designated Property, including without limitation willful damage or destruction by vandals or other persons, unless any loss or damage is directly attributable to the negligence of the Service Provider, its employees, contractors or agents; (b) arising from any measures required to be taken by the Service Provider to ensure that the Heat Exchangers, Meter Sets or related equipment on the Customer's Designated Property are adequately protected; and (c) arising from any updates or alterations to the Service Connection(s) on the Customer's Designated Property necessitated by changes to the grading or elevation of the Customer's Designated Property or obstructions placed on such Service Connection(s).
	<p>19.6 Customer Indemnification</p> <p>The Customer shall indemnify and hold harmless the Service Provider, and the City if the City is not the Service Provider, and their respective elected officials, officers, 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 Energy by the Customer or the presence of Energy in the Customer's Designated Property, or from the Customer or Customer's employees, contractors or agents damaging the Service Provider's or the City's facilities.</p>

Amending Bylaw	
	PART 20: MISCELLANEOUS AND GENERAL PROVISIONS
	<p>20.1 Service of Notices</p> <p>All written notices to be given under this Bylaw may be:</p> <ul style="list-style-type: none"> (a) sent via registered mail to the Customer's billing address or to the address of the Owner shown on the assessment roll for the Designated Property prepared pursuant to the <i>Assessment Act</i>; (b) posted on the Designated Property; (c) delivered by hand to the addressee thereof; or (d) sent by facsimile or e-mail to the addressee thereof; <p>and any such notice given as aforesaid shall be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia (a "business day"), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00 p.m. on a business day, in the case of delivery by registered mail, on the date received, and in the case of posting on a Designated Property, at the time of posting. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notices shall be posted on the Designated Property, delivered by hand or sent by facsimile transmission or e-mail.</p>
	<p>20.2 No Tampering with DES</p> <p>A Person must not tamper, interfere with, damage, or destroy any part of the DES.</p> <p>20.3 No Unauthorized Sale, Supply or Use</p> <p>Unless authorized in writing by the Service Provider, a Customer shall not sell or supply the Energy supplied to it by the Service Provider to other Persons or use the Energy supplied to it by the Service Provider for any purpose other than as specified in the Services Agreement and this Bylaw.</p>
	<p>20.4 Taxes</p> <p>The fees, rates and charges specified in the applicable Schedules hereto do not include any local, provincial or federal taxes, assessments or levies imposed by any competent taxing authorities which the Service Provider may be lawfully authorized or required to add to its normal fees, rates and charges or to collect from or charge to a Customer.</p>

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	<p>20.5 Conflicting Terms and Conditions</p> <p>The requirements of this Bylaw are in addition to the requirements of the other City bylaws, except that in case of conflict between other City bylaws and this Bylaw, this Bylaw shall prevail.</p>
	<p>20.6 Authorized Representative</p> <p>Any opinion, decision, act or expression of satisfaction provided for in this Bylaw is to be taken or made by the Superintendent of Operations of the City or his or her delegate authorized as such in writing.</p>

READ A FIRST TIME THIS **17TH** DAY OF **DECEMBER** , **2012**.
 READ A SECOND TIME THIS **17TH** DAY OF **DECEMBER** , **2012**.
 READ A THIRD TIME THIS **17TH** DAY OF **DECEMBER** , **2012**.

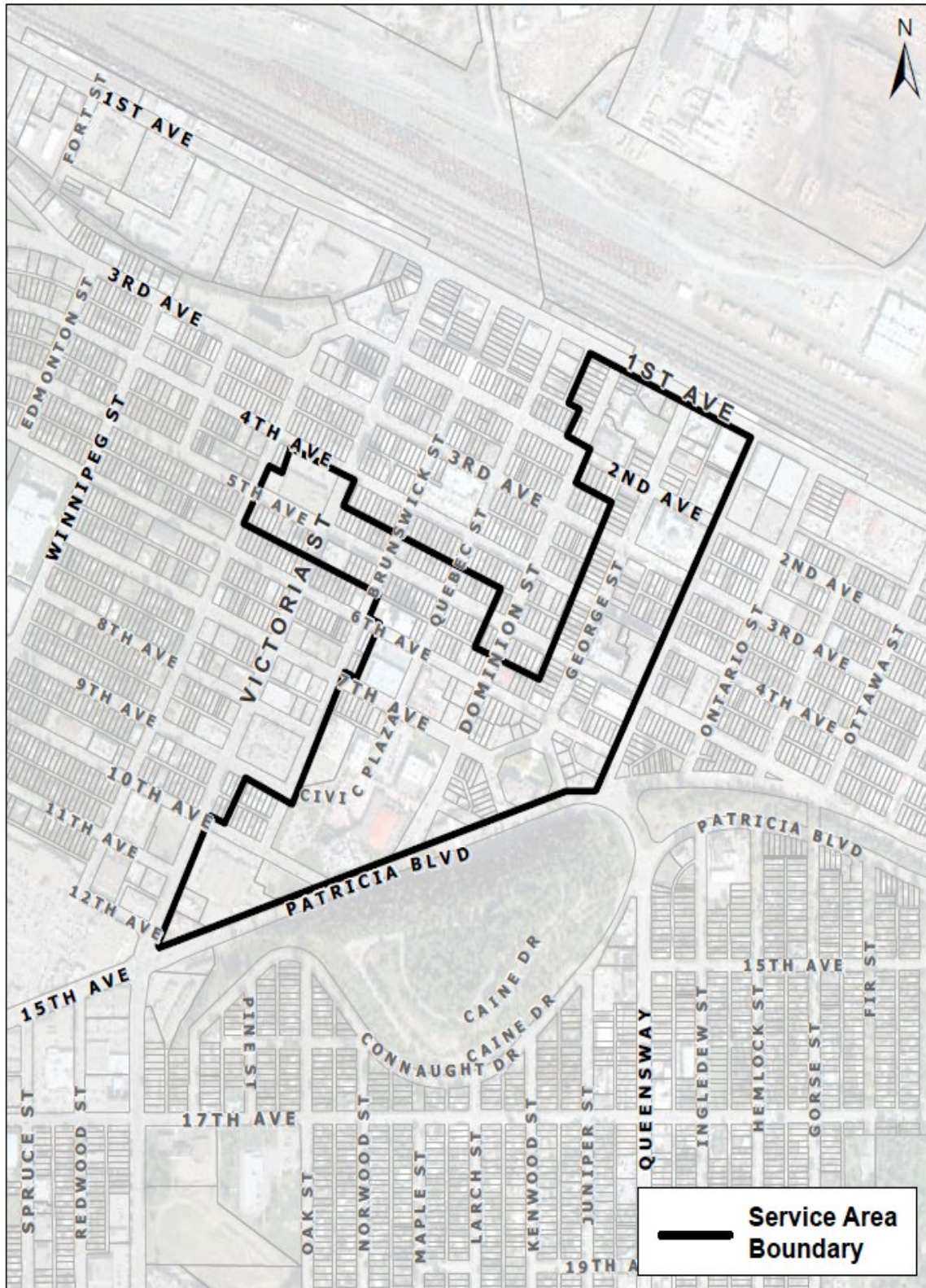
All three readings passed by a **UNANIMOUS** decision of Members of City Council present and eligible to vote.

ADOPTED THIS **7TH** DAY OF **JANUARY** , **2013**,
 BY A **UNANIMOUS** DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

LYN HALL
 MAYOR

WALTER BABICZ
 CORPORATE OFFICER

Schedule "A"
to Bylaw No. 8471, 2012
Service Area Boundary



**Schedule “B”
to Bylaw No. 8471, 2012**

Fees

Amending Bylaw		
	Application	Fee
	Application and connection installation for voluntary use of DES	By estimate
	Service Connection Installation Fee	By estimate
	Service call during city’s normal business hours	\$150
	Service call outside of city’s normal business hours	\$300
	Application for additional meter testing	\$300
	Application to remove, relocate, or alter energy transfer station or distribution system extension	\$300
	Actual removal, relocation, or alteration Fee	By estimate
	Reactivation fee	By estimate
	Re-identification of Meter Set	\$100
	Application for service to Designated Property	No Charge
9537, 2025	Late Payment Charge	5%
	Cheque returned to the city	\$100

**Schedule “C”
to Bylaw No. 8471, 2012**

RATES

Amending Bylaw	
9537, 2025	<p>The following rates and charges, as amended from time to time, will constitute the Rates for Services:</p> <p style="padding-left: 40px;">A. Energy Charge – a charge of \$57.06 per MWh (megawatt hour) of heat energy used from the Heat Exchangers and Meter Set at the Designated Property, with a 5% annual increase;</p> <p style="padding-left: 40px;">and</p> <p style="padding-left: 40px;">B. Capacity Charge – a charge per KW (kilowatt) based on individual building’s peak heating load, with a 5% annual increase. A capacity charge can be replaced over the term of the energy agreement by paying a one-time connection fee prior to connection. This one-time connection fee is the net-present value of the estimated capacity charge for the term of the agreement.</p>