



June 10, 2016

Laurel Ross  
Acting Commission Secretary  
British Columbia Utilities Commission  
Sixth Floor – 900 Howe Street  
Vancouver, BC,  
V6Z 2N3

Sent via email: [commission.secretary@bcuc.com](mailto:commission.secretary@bcuc.com)

Dear Ms. Ross,

**Re: Application for a Gas Deliver Rate Increase to be effective August 1, 2016**

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Please find the attached Sun Peaks Utilities Co., Ltd. (SPUCL)'s application for an increase in the Gas Delivery Rate proposed to be effective August 1, 2016.

Should the BC Utilities Commission (Commission) not feel that there is sufficient time to review this application within the period proposed, we would ask that the Commission grant interim approval of Gas Deliver Rate increase to be effective August 1, 2016 until such time as the review of this application can be fully completed and the Commission either approves the rate as proposed or a modified rate.

SPUCL's last application to increase the Gas Delivery Rate was made and approved in 2013 to reflect the formation of the Sun Peaks Mountain Resort Municipality and their application of a 1% tax on all propane gas sales under the Local Government Act of BC.

This Gas Delivery Rate increase application reflects the cost increases seen by SPUCL as a result of the revised FortisBC Alternative Energy Services (FortisBC) contract signed in 2008. The FortisBC fee structure provides for an annual increase based on the cost of living as calculated each year by Stats Canada. The revised contract was due to the requirement to expand FortisBC's Gas Storage Facility from two 30,000 USG tanks to four 30,000 USG tanks, an updated vapourizer building and a third high-capacity vapourizer to ensure that SPUCL was able to meet the demands of current and future customers.

SPUCL's existing revenues are not sufficient to cover the Gas Revenue Requirement, and therefore, SPUCL is now applying for an increase in the Gas Delivery Rate by \$0.3300 per GJ for all customers.

Impact to Customers

Based on this application and without consideration of the commodity rate change application being submitted at the same time, the average annual impact on small residential customers would be \$5.94 or 1.3% increase, for small commercial the annual impact would be \$116.82 or 2.2% increase. For average large commercial customers the annual impact would be \$1,405.80 or 2.2% increase.

../Delivery Price Incr App June 10 2016 Let.doc

**Sun Peaks Utilities Co., Ltd.**  
1280 Alpine Road, Sun Peaks, British Columbia, V0E 5N0  
Tel: 250-578-5490 Fax: 250-578-7223  
[www.sunpeaksutilities.com](http://www.sunpeaksutilities.com) – e-mail: [utilities@sunpeaksresort.com](mailto:utilities@sunpeaksresort.com)



By applying for both rate changes (Delivery increase and Commodity decrease) to be implemented at the same time, the average annual impact on small residential customers would be (\$29.19) or a 6.2% decrease, for small commercial the annual impact would be (\$573.48) or a 10.7% decrease. For average large commercial customers the annual impact would be (\$6,901.20) or a 10.8% decrease.

Should this application for a change to Gas Delivery Rate be approved as proposed, the \$0.3300 per Gigajoule increase in the Gas Delivery Rate will provide approximately 7.4% of the F2017 revenue requirement and will allow SPUCL to earn an allowable profit on its Gas Division based on the 8.75% of projected operation costs currently allowed by the Commission for Low Risk Utilities operation in BC.

As part of this application, SPUCL is also requesting some minor changes to the Terms and Conditions of the Gas Tariff and updating Fees charges for specific services (in line with SPUCL's Water and Wastewater Tariffs' Fees) be approved as well. These changes are marked on the side of the Section with the appropriate letter noting 'I' signifies Increase, 'C' signifies Change, 'D' signifies Decrease, 'N' signifies New and 'O' signifies Omission.

Should you have further questions regarding this application, please contact the undersigned at 250-578-5416 or at [pmiller@sunpeaksutilities.com](mailto:pmiller@sunpeaksutilities.com).

Sincerely,

**Sun Peaks Utilities Co., Ltd.**

A handwritten signature in black ink, appearing to read "P. Miller", enclosed within a hand-drawn oval.

P.A. (Pat) Miller  
Director, Utility Services

Attachments:

- Delivery Rate Application – Proposed to be effective August 1, 2016 including
- Revision 19 of Page 7 of the Sun Peaks Utilities' Gas Tariff
- Sun Peaks Utilities June 2016 Customer Newsletter
- Gas Utility Operating Projection for the Three Year Fiscal Period ending April 30, 2016 and Projections to April 30, 2017
- Combined Application for Propane Commodity and Delivery Price Changes – Customer Gas Cost Change - Schedule A & Schedule B

Also Attached:

- Commodity Rate Application – Proposed to be effective August 1, 2016

../Delivery Price Incr App June 10 2016 Let.doc

**Sun Peaks Utilities Co., Ltd. - Gas Tariff  
General Terms and Conditions – Page 7 19<sup>th</sup> Revision**

**Table of Charges** - Gas Service will be provided in accordance with the following Rate Groups. The Rate Groups are available in all territory served by SPUCL, provided adequate capacity exists in SPUCL's system.

**Applicability by Rate Group**

**Rate Group 1: Residential Service** - This Rate Group is applicable to Gas supplied at one Premises for use in approved appliances for all residential applications in single-family residences, separately metered single-family townhouses, rowhouses and apartments and single metered property with four or less dwelling units.

**Rate Group 2: Small Commercial Service** - This Rate Group is applicable to Gas supplied at one Premises for Customers with a normalised annual consumption of less than 2,000 gigajoules of Gas, for use in approved appliances in municipal, commercial, institutional, small industrial operations or a single metered property with five or more dwelling units.

**Rate Group 3: Large Commercial Service** - This Rate Group is applicable to Gas supplied at one Premises for Customers with a normalised annual consumption of greater than 2,000 gigajoules of Gas, for use in approved appliances in municipal, commercial, institutional small industrial operations and single metered property with five or more dwelling units.

Rates for Gas Service		Rate Group 1 Residential	Rate Group 2 Small Commercial	Rate Group 3 Large Commercial
1	<b>Basic Charge per Month</b>	<b>\$18.00</b>	<b>\$30.00</b>	<b>\$120.00</b>
2	<b>Delivery Charge per gigajoule of Gas delivered</b>	<b>\$2.8175</b>	<b>\$2.8175</b>	<b>\$3.3175</b>
3	<b>Gas Commodity Charge - Propane per gigajoule of Gas delivered</b>	<b>\$9.7250</b>	<b>\$9.7250</b>	<b>\$9.7250</b>
4	<b>Gas Commodity Charge - Storage per gigajoule of Gas delivered</b>	<b>\$2.3250</b>	<b>\$2.3250</b>	<b>\$2.3250</b>
5	<b>Gas Commodity Charge - GCRA per gigajoule of Gas delivered</b>	<b>(\$2.3750)</b>	<b>(\$2.3750)</b>	<b>(\$2.3750)</b>
6	<b>Spare</b>	<b>\$0.0000</b>	<b>\$0.0000</b>	<b>\$0.0000</b>
7	<b>Total Gas Commodity Charge - per gigajoule of Gas delivered (addition of items 3 to 6)</b>	<b>\$9.6750</b>	<b>\$9.6750</b>	<b>\$9.6750</b>

**Note: Minimum Charge per Month** - The minimum charge per Month will be the Basic Charge listed above.

Issued: June 20, 2016

Accepted for filing:

By:



Pat A. Miller  
Director, Utility Services  
SUN PEAKS UTILITIES CO., LTD.

By: \_\_\_\_\_

Commission Secretary  
BRITISH COLUMBIA UTILITIES COMMISSION

# Utility Newsletter – June 2016



## GAS COMMODITY & DELIVERY RATE CHANGE APPLICATIONS – Effective August 1, 2016

Two factors have combined to allow us to request an overall decrease in the price of delivered gas. Over the last year, the cost of propane has stabilized. We continue to see lower than expected market prices therefore SPUCL will be applying to the BC Utilities Commission (BCUC) for a Commodity rate decrease of \$1.9500 per gigajoule.

At the same time general operation costs, including the FortisBC’s Facility Storage Charges, have increased so we will apply to the BCUC for an increase in the Gas Delivery Charge of \$0.3300 per gigajoule.

These two applications will have an overall combined decrease of \$1.6200 per gigajoule. This is a decrease of 11.5% from current rates. Copies of both applications will be available on our website at [www.sunpeaksutilities.com](http://www.sunpeaksutilities.com) and click on the ‘Gas’ Tab and then the Gas Tariff and Rates.

We expect that BCUC will approve the first factor, the decrease in commodity rates, without comment. We also expect that they will provide interim approval of the second factor, a delivery rate increase, to allow both changes to occur at the same time and combining to deliver an overall decrease to ratepayers. The interim approval would be formalized after consideration of any customer comments they may receive.

The following are examples of the effects of these revised rate changes.

Customer Type	Impact of Commodity & Delivery Charges per Gj		
	Current Rates to July 31, 2016 Delivery & Commodity	Proposed Rate for August 1, 2016 Delivery & Commodity	Average Annual Cost decrease *
Residential Condo	\$2.4875 + \$11.6250	\$2.8175 + \$9.6750	(\$29.15) or (6.2%)
Single Family Home	\$2.4875 + \$11.6250	\$2.8175 + \$9.6750	(\$137.70) or (9.7%)
Small Commercial	\$2.4875 + \$11.6250	\$2.8175 + \$9.6750	(\$573.48) or (10.7%)
Avg. Large Commercial	\$2.9875 + \$11.6250	\$3.3175 + \$9.6750	(\$6,901.20) or (10.8%)
Large Commercial	\$2.9875 + \$11.6250	\$3.3175 + \$9.6750	(\$16,200.00) or (11.0%)

\* Annual average cost decrease shown includes commodity, delivery and basic charges pending approval.

You will see these August 1, 2016 price decreases on your September 2016 invoice. We continue to monitor the price of propane on a regular basis. We may also consider pre-buying propane fuel during upcoming months to help mitigate potential price spikes in the Winter.

Copies of both applications and price projections filed with the BCUC is posted under ‘Gas Tariff & Rates’ tab on our website at [www.sunpeaksutilities.com](http://www.sunpeaksutilities.com). If you have any questions regarding this rate change, please email us at [info@sunpeaksutilities.com](mailto:info@sunpeaksutilities.com) or call 250-578-5490 (press 1).

**ROAD & INFRASTRUCTURE REPAIRS** – Sun Peaks Utilities will be working with Sun Peaks Municipality to continue with repairs to the water valve at the intersection of Village Way and Creekside Way around the middle of September 2016 as well as various manhole repairs scheduled.

There may also be additional work on the Storm Water Collection System throughout the Resort. Updates will be posted on our website.



# Utility Newsletter – June 2016

**WATER SERVICE TO FUTURE SUN PEAKS HEALTH CLINIC** – Over the next few months, work will start to extend water & wastewater services to the new Sun Peaks Health Clinic. This work will include tying into the existing water main that provides water service to Sunburst Estates, Sun Mountain Villas, Alpine Greens & the Peaks. There may be short term interruptions to water service to these properties. Sun Peaks Utilities will try to keep these interruptions to a minimum & will provide notice in the form of updates to our website [www.sunpeaksutilities.com](http://www.sunpeaksutilities.com) & on-street signage. Please watch for these.

**HYDRANT FLUSHING** – The Utility started Flushing hydrants and performing valve maintenance in early June and this maintenance work will continue throughout the summer and early fall.

Please slow down when you see Utility Crews working on the side of the Road. For more information on the impact of hydrant flushing, please visit the Utility’s website at [www.sunpeaksutilities.com](http://www.sunpeaksutilities.com).



**SEWER FLUSHING** – Our contractor, Suck-It Up Environmental Services, will be in the resort starting in mid-July to provide annual sewer and storm water collection systems maintenance work to ensure our sewer mains continue to flow.

The crews will also be flushing and camering specific sections of the resort. Please obey all road construction signs to ensure your and the workers’ safety.



**SUN PEAKS COMPOST IS READY** – Sun Peaks Utilities is proud to announce that we again have Compost ready for Pick up. Bring your bags, buckets and shovels to the Compost Bin located across from the TNRD’s Waste Transfer Site on Industrial Road.

Sun Peaks Utilities’ staff will stock the Compost Bin each Thursday and Friday while compost lasts. Call Sun Peaks Utilities at 250-578-5490 (press 1) or visit [www.sunpeaksutilities.com](http://www.sunpeaksutilities.com) and click on the ‘Compost’ tab for more information.



If the compost bin is empty, please contact the office at 250-578-5490 (press 1). Please do not drive to the Wastewater Treatment Plant (to the west of the TNRD Transfer Site past the yellow gate) as this area has access restricted to authorized personnel due to various pieces of equipment working in the area.

Should you have any questions on these or any other utility matters, please contact us at the Utilities office at 250-578-5490 and press 1 or via email at [info@sunpeaksutilities.com](mailto:info@sunpeaksutilities.com). We also post updates on our website at [www.sunpeaksutilities.com](http://www.sunpeaksutilities.com). *In the event of an after hour utility emergency, dial 250-319-0629 to reach the Utilities’ on-call staff. If the matter is urgent, dial 9-1-1.*



**Sun Peaks Utilities Co., Ltd.  
Delivery Price Rate Application  
Proposed to be effective August 1, 2016**

**Gas Utility Operating Projection  
For the Three Year Fiscal Period ending April 30, 2016  
and Projections to April 30, 2017**

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**Notes:**

1. This Gas Utility Operational Projection does not provide for any commodity price change. A separate rate application is being submitted to request a Commodity - Propane price decrease
2. SPUCL is requesting a \$0.33 per Gj increase in the Delivery Rate charge. This increase will provide approximately 7.4% of the F2017 revenue requirement and will allow SPUCL to earn an allowable profit on its' Gas Division based on 8.75% of projected operating costs.



**Sun Peaks Utilities Co., Ltd.**  
**Operating Projection on Propane Sales**  
**For the Three Fiscal Years to April 30/16 and F2017 Projection**

June 10, 2016

Schedule 1

This projection is based on the 'Operating Ratio Approach' which provides for sufficient revenue to cover costs plus taxes and an allowable rate of return.

Year ended April 30th	Actual			Projected		2017
	2014	2015	2016	May'16 - Jul'16	Aug'16 - Apr'17	
Delivery charge, (Group 3 + \$.50/Gj)			2.4875	2.4875	2.8175	
Annual consumption (Gj) Sch 2 & 3	78,078	72,271	73,566	8,789	66,219	75,007
Total revenues Sch 4	1,567,587	1,836,346	1,383,883	181,566	1,147,162	1,328,728
Cost of Sales Sch 4	1,276,825	1,561,897	1,103,745	140,624	892,762	1,033,386
Gross Profit before revenue deficit	290,762	274,449	280,138	40,942	254,400	295,342
Revenue deficit (excess)	15,683	10,200	7,400			494
<b>Revenue Requirement</b>	<b>306,445</b>	<b>284,649</b>	<b>287,538</b>			<b>295,837</b>
Operations and Maintenance Sch 5						
Wages & benefits	90,180	83,140	84,931			83,254
Training	1,521	1,130	813			2,008
Utilities & Supplies	5,075	5,165	2,984			3,700
Contract work - Distr. System Maintenance	20,579	8,568	13,572			15,400
Contract work - General & Administrative	3,927	6,722	8,600			8,126
Office Rental & Administration charge	10,100	10,100	12,000			12,000
Equipment Leases	1,773	1,052	1,052			2,122
Transportation	12,200	10,048	11,592			11,654
General Insurance	8,669	11,703	12,431			12,871
Regulatory	-	-	-			-
Office Rental & Administration	13,859	10,833	13,059			16,000
Bad Debt expense	3,563	4,297	-			-
Property Taxes & Permits	22,990	23,580	18,710			20,823
SPUCL Operations and Maintenance costs	194,436	176,338	179,744			187,958
Fortis Plant & Distribution charges						
Plant O&M Charge (\$4,678.67/mo.)	56,144	56,144	56,144			56,144
Gas Distribution O&M Charge	36,937	36,905	37,282			37,689
Less Fortis Operating Credit, see below	(12,400)	(13,600)	(14,800)			(16,000)
Fortis Net Plant & Distribution charges	80,681	79,449	78,626			77,833
Total Operations & Maintenance	275,117	255,787	258,370			265,791
BCUC Allowable ROE	8.75%	8.75%	8.75%			8.75%
Operating Margin based on Total O&M	24,073	22,381	22,607			23,257
Provision for Income Tax, see below	7,255	6,481	6,561			6,789
<b>Revenue Requirement</b>	<b>306,445</b>	<b>284,649</b>	<b>287,538</b>			<b>295,837</b>
<b>Income Statement, based on revenue requirement being met</b>						
Revenue Requirement	306,445	284,649	287,538			295,837
Total Operations & Maintenance	275,117	255,787	258,370			265,791
Amortization Sch 6	3,423	3,934	3,934			3,934
Income (loss) before taxes	27,905	24,928	25,234			26,112
Income Tax Provision	26%	7,255	6,481	6,561		6,789
<b>Net income (loss) from gas division</b>	<b>20,650</b>	<b>18,447</b>	<b>18,674</b>			<b>19,323</b>
Fortis Operating Credit (received for performing daily checks & acting as first responder to any incidents)						
Monthly credit, May - Dec	1,000	1,100	1,200	1,300	1,300	1,300
Monthly credit, Jan - April	1,100	1,200	1,300	-	1,400	1,400
Annual credit	12,400	13,600	14,800	3,900	12,100	16,000

**Sun Peaks Utilities Co., Ltd.**  
**Sales Revenue - Propane**  
**For the Three Fiscal Years to April 30/16 and F2017 Projection**

June 10, 2016

Schedule 2

Year ended April 30th	Actual			Projected		
	2014	2015	2016	May'16 - Jul'16	Aug'16 - Apr'17	2017

**Propane Consumption by Period in 2016** (based upon previous 2 years)

Group 1 residential	9.2%	90.8%	100%
Group 2 small commercial	8.2%	91.8%	100%
Group 3 large commercial	14.7%	85.3%	100%

**Annual consumption by Rate Group (Gj), See Sch 3**

Group 1 residential	34,830	30,689	32,333	3,036	29,963	32,999
Group 2 small commercial	7,158	6,481	5,889	533	5,967	6,500
Group 3 large commercial	36,090	35,101	35,344	5,220	30,288	35,508
	<u>78,078</u>	<u>72,271</u>	<u>73,566</u>	<u>8,789</u>	<u>66,219</u>	<u>75,007</u>

**Rates**

Basic charge per month Group 1	18.00	18.00	18.00	18.00	18.00
Basic charge per month Group 2	30.00	30.00	30.00	30.00	30.00
Basic charge per month Group 3	120.00	120.00	120.00	120.00	120.00
Delivery charge per Gj					
Delivery charge per Gj. Group 1 & 2	2.4875	2.4875	2.4875	2.4875	2.8175
Delivery charge per Gj. Group 3	2.9875	2.9875	2.9875	2.9875	3.3175
Commodity charge, average for year	14.350	19.394	12.860	11.625	11.625

**Sales revenues**

Group 1 residential						
Basic charges Sch 2A	185,994	186,876	188,316	47,142	141,426	188,568
Delivery charges	86,638	76,339	80,427	7,552	84,422	91,974
Commodity charges	499,806	597,971	413,236	35,293	348,325	383,618
	<u>772,438</u>	<u>861,186</u>	<u>681,979</u>	<u>89,987</u>	<u>574,173</u>	<u>664,160</u>
Group 2 small commercial						
Basic charges Sch 2A	7,200	7,200	7,200	1,800	5,400	7,200
Delivery charges	17,807	16,121	14,649	1,326	16,812	18,138
Commodity charges	102,723	126,760	75,134	6,196	69,366	75,563
	<u>127,730</u>	<u>150,081</u>	<u>96,983</u>	<u>9,322</u>	<u>91,578</u>	<u>100,900</u>
Group 3 large commercial						
Basic charges Sch 2A	15,840	15,840	15,840	3,960	11,880	15,840
Delivery charges	107,819	104,864	105,590	15,594	100,482	116,075
Commodity charges	517,890	676,921	457,715	60,679	352,102	412,781
	<u>641,549</u>	<u>797,625</u>	<u>579,145</u>	<u>80,233</u>	<u>464,463</u>	<u>544,696</u>
Totals, all Groups						
Basic charges Sch 2A	209,034	209,916	211,356	52,902	158,706	211,608
Delivery charge revenue	212,264	197,324	200,666	24,472	201,716	226,187
Commodity revenue	1,120,419	1,401,652	946,085	102,168	769,793	871,961
Total	<u>1,541,717</u>	<u>1,808,892</u>	<u>1,358,107</u>	<u>179,541</u>	<u>1,130,215</u>	<u>1,309,756</u>
Total gas sales revenue per Gj	<u>19.75</u>	<u>25.03</u>	<u>18.46</u>	<u>20.43</u>	<u>17.07</u>	<u>17.46</u>



**Sun Peaks Utilities Co., Ltd.  
Gross Profit on Basic Charges**

**For the Three Fiscal Years to April 30/16 and F2017 Projection**

June 10, 2016

**Schedule 2A**

Year ended April 30th	Actual			Projected		2017
	2014	2015	2016	May'16 - Jul'16	Aug'16 - Apr'17	
<b>Rate Charged by SPUCL to Customers</b>						
Basic charge per month Group 1	18.00	18.00	18.00	18.00	18.00	
Basic charge per month Group 2	30.00	30.00	30.00	30.00	30.00	
Basic charge per month Group 3	120.00	120.00	120.00	120.00	120.00	
<b>Rate Charged by Fortis to SPUCL *</b>	<u>13.90</u>	<u>13.89</u>	<u>14.03</u>	<u>14.18</u>	<u>14.18</u>	
<b>Number of customers, avg over year, Sch 3</b>						
Group 1 residential	859	864.5	869	873	873	
Group 2 small commercial	20	20	20	20	20	
Group 3 large commercial	11	11	11	11	11	
	<u>890</u>	<u>895.5</u>	<u>900</u>	<u>904</u>	<u>904</u>	
<b>Basic Charge Sales Revenue to SPUCL</b>						
Group 1 residential	185,994	186,876	188,316	47,142	141,426	188,568
Group 2 small commercial	7,200	7,200	7,200	1,800	5,400	7,200
Group 3 large commercial	15,840	15,840	15,840	3,960	11,880	15,840
	<u>209,034</u>	<u>209,916</u>	<u>211,356</u>	<u>52,902</u>	<u>158,706</u>	<u>211,608</u>
<b>Basic Charge Expense</b>	<u>148,800</u>	<u>149,373</u>	<u>152,001</u>	<u>38,456</u>	<u>115,368</u>	<u>153,825</u>
<b>Basic Charge Gross Profit to SPUCL</b>	<u>60,234</u>	<u>60,543</u>	<u>59,355</u>	<u>14,446</u>	<u>43,338</u>	<u>57,783</u>
<b>Basic Charge Gross Profit as a % of Revenue Requirement</b>	<u>19.7%</u>	<u>21.3%</u>	<u>20.6%</u>			<u>19.5%</u>

\* The Fortis basic monthly charge is adjusted annually on May 1 each year by the annual change in the consumer price index. The rate for F2017 has increased to \$14.18 from \$14.03 in F2016.

**Sun Peaks Utilities Co., Ltd.**  
**Gas Consumption History**  
**For the Three Fiscal Years to April 30/16 and F2017 Projection**

June 10, 2016

Schedule 3

Year ended April 30th	Actual			Projected
	2014	2015	2016	2017
<b>Average consumption by Rate Group</b>				
Group 1 residential				
# customers, avg over year, see below	859	865	869	873
Total avg annual usage (Gj)	40.5	35.5	37.2	37.8
Group 2 small commercial				
# customers, avg over year, see below	20	20	20	20
Total avg annual usage (Gj)	358	324	294	325
Group 3 large commercial				
# customers, avg over year, see below	11	11	11	11
Total avg annual usage (Gj)	3,281	3,191	3,213	3,228
<b>Change in average consumption by Rate Group (Gj)</b>				
Group 1 residential	-6.5%	-12.4%	4.8%	1.6%
Group 2 small commercial	-7.4%	-9.5%	-9.1%	10.4%
Group 3 large commercial	-7.7%	-2.7%	0.7%	0.5%
<b>Annual consumption by Rate Group (Gj)</b>				
Group 1 residential	34,830	30,689	32,333	32,999
Group 2 small commercial	7,158	6,481	5,889	6,500
Group 3 large commercial	36,090	35,101	35,344	35,508
Total	<u>78,078</u>	<u>72,271</u>	<u>73,566</u>	<u>75,007</u>
<b>Number of Customers</b>				
Group 1 residential				
At beginning of year	856	862	867	871
Additions during year	6	5	4	4
At end of year	<u>862</u>	<u>867</u>	<u>871</u>	<u>875</u>
Average for year	<u>859</u>	<u>865</u>	<u>869</u>	<u>873</u>
Group 2 small commercial				
At beginning of year	20	20	20	20
Additions during year	-	-	-	-
At end of year	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>
Average for year	<u>20.0</u>	<u>20.0</u>	<u>20.0</u>	<u>20.0</u>
Group 3 large commercial				
At beginning of year	11	11	11	11
Additions during year	-	-	-	-
At end of year	<u>11</u>	<u>11</u>	<u>11</u>	<u>11</u>
Average for year	<u>11.0</u>	<u>11.0</u>	<u>11.0</u>	<u>11.0</u>
Total new customers per year	<u>6</u>	<u>5</u>	<u>4</u>	<u>4</u>
<b>Customer Description</b>				
Group 1 residential	Premise serviced is a single family home, duplex or multifamily residential unit such as a townhouse or condominium.			
Group 2 small commercial	Premise serviced is used for commercial purposes and consumption is typically under 2,000 Gj per year.			
Group 3 large commercial	Premise serviced is used for commercial purposes and consumption is typically greater than 2,000 Gj per year.			

**Sun Peaks Utilities Co., Ltd.**  
**Gross Profit on Propane Sales**  
**For the Three Fiscal Years to April 30/16 and F2017 Projection**

June 10, 2016

Schedule 4

Year ended April 30th	Actual			Projected		2017
	2014	2015	2016	May'16 - Jul'16	Aug'16 - Apr'17	
<b>Revenue</b>						
Gas Sales Revenue, Sch 2						
Basic charge revenue	209,034	209,916	211,356	52,902	158,706	211,608
Delivery charge revenue	212,264	197,324	200,666	24,472	201,716	226,187
Commodity revenue	1,120,419	1,401,652	946,085	102,168	769,793	871,961
<b>Total Gas Sales Revenue</b>	<b>1,541,717</b>	<b>1,808,892</b>	<b>1,358,107</b>	<b>179,541</b>	<b>1,130,215</b>	<b>1,309,756</b>
Other Revenues:						
Application fees, see below	5,270	4,760	5,950	1,275	4,165	5,440
Service Line & Meter Installations *	10,032	15,048	7,524	-	10,032	10,032
Grid Extensions charged Developer at Cost Sch 6	-	-	-	-	-	-
Late Payment Fees	5,105	8,687	3,037	750	2,250	3,000
Carbon tax refund on self assessment	-	-	8,433	-	-	-
Other Revenues	5,463	(1,041)	832	-	500	500
<b>Total Revenue</b>	<b>1,567,587</b>	<b>1,836,346</b>	<b>1,383,883</b>	<b>181,566</b>	<b>1,147,162</b>	<b>1,328,728</b>
<b>Cost of Sales</b>						
Cost of Gas Sales						
Basic charges, Sch 2A	148,800	149,373	152,001	38,456	115,368	153,825
Commodity Charge for Propane, see below	858,862	1,293,912	780,055	81,734	615,835	697,569
Commodity Charge for Storage, see below	261,563	107,212	165,989	20,434	153,959	174,392
Cost of Gas Sales	1,269,225	1,550,497	1,098,045	140,624	885,162	1,025,786
Cost of Service Line & Meter Installations Sch 6 *	7,600	11,400	5,700	-	7,600	7,600
Cost of Grid Extension, see above	-	-	-	-	-	-
<b>Total Cost of Sales</b>	<b>1,276,825</b>	<b>1,561,897</b>	<b>1,103,745</b>	<b>140,624</b>	<b>892,762</b>	<b>1,033,386</b>
<b>Gross Profit</b>	<b>290,762</b>	<b>274,449</b>	<b>280,138</b>	<b>40,942</b>	<b>254,400</b>	<b>295,342</b>
Application fee revenue						
New construction customers per year Sch 3	6	5	4	-	4	4
New owners of existing units, Est 5 per mo	56	51	66	15	45	60
	62	56	70	15	49	64
Rate	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Revenue	5,270	4,760	5,950	1,275	4,165	5,440
Annual consumption gj	78,078	72,271	73,566	8,789	66,219	75,007
Commodity Charge for Propane						
Commodity + GCRA Charge per gj	11.0001	17.9036	10.6035	9.3000	9.3000	9.3000
Commodity cost	858,862	1,293,912	780,055	81,734	615,835	697,569
Commodity Charge for Storage						
Storage Charge per gj	3.3500	1.4835	2.2563	2.325	2.325	2.325
Commodity Charge for Storage	261,563	107,212	165,989	20,434	153,959	174,392

\* Service Line & Meter Installation work is marked up from 25% to 33%.

**Sun Peaks Utilities Co., Ltd.**  
**Operating & Maintenance Costs**  
**For the Three Fiscal Years to April 30/16 and F2017 Projection**

June 10, 2016

Schedule 5

Year ended April 30th	GL Code	Actual			Projected
		2014	2015	2016	2017
<b>Wages &amp; benefits</b>					
Gas Wages & Benefits		90,180	83,140	84,931	83,254
Water Wages & Benefits		227,360	231,915	240,164	238,438
Sewer Wages & Benefits		265,255	287,256	251,091	271,302
Other Wages & Benefits		8,672	6,094	2,781	2,419
SPUCL Total Wages & Benefits		<u>591,467</u>	<u>608,405</u>	<u>578,967</u>	<u>595,413</u>
Change over previous year		<u>3.8%</u>	<u>2.9%</u>	<u>-4.8%</u>	<u>2.8%</u>
<b>Staff, Fulltime Equivalent Units</b>					
Director		1.0	1.0	1.0	1.0
Accountant		1.0	1.0	1.0	1.0
Administration Assistant		1.0	1.0	0.34	0.5
Field staff		5.0	5.0	5.0	5.0
		<u>8.0</u>	<u>8.0</u>	<u>7.34</u>	<u>7.5</u>
Average cost per employee, Total		73,933	76,051	78,878	79,388
Average cost per employee, Gas Division		11,273	10,393	11,571	11,101

- Field personnel complete daily time sheets which form the basis for allocating labour costs between divisions.
- Administration Staff time is allocated depending on duties and projects assigned
- Labour costs will increase as a result of merit, cost of living and certification level wage increases.

<b>Training</b>	6050-60	<u>1,521</u>	<u>1,130</u>	<u>813</u>	<u>2,008</u>
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- Training costs include costs for a qualified trainer to provide gas emergency response as well as plant and grid operations training as well as other training costs for safety, first aid, WHMIS, flagging, etc. In F2017, 5 employees will need to re-certify at a cost of \$129 each.

**Utilities & Supplies**

Materials & supplies	6200	3,555	3,088	1,367	1,650
Electricity, gas plant	6150	1,520	2,077	1,617	2,050
		<u>5,075</u>	<u>5,165</u>	<u>2,984</u>	<u>3,700</u>

- Materials & supplies - is mainly the cans of marking paint, small tools, batteries, spill kit supplies, etc.
- Electricity, Gas Plant - SPUCL is billed approximately twice a year and the cost for the six months ended January 13/16 was \$157 /mo. For F2017, a cost of \$165 has been estimated for 5 months and \$175 for 7 months.

**Contract work - Distribution System Maintenance**

Contract gas work	6350 / 51	13,670	3,795	4,722	5,400
Repairs & maintenance	6720/21/26	6,909	4,773	8,850	10,000
		<u>20,579</u>	<u>8,568</u>	<u>13,572</u>	<u>15,400</u>

- Contract Work - Gas - is mainly the cost of gas meter & regulator repairs, snow plowing and winter sanding around the gas storage facility to enable staff and deliveries to take place safely
- Repair & maintenance - includes gas detection cost (calibration gas, gas detector & sensor replacement, etc.), the cost of vehicle and equipment maintenance, gas plant yard maintenance and sundry repairs. In F2016, \$6,490 was spent on gas detection and a cost of \$8,000 has been estimated for F2017. The increased use of calibration gas was due to the addition of 'bumping' the gas detectors each day per day as required by WorkSafe BC

Year ended April 30th	GL Code	Actual			Projected
		2014	2015	2016	2017
<b>Contract work - General &amp; Administration</b>					
Engineering	6310	728	2,785	4,649	4,193
Accounting	6320	2,940	2,940	3,483	3,333
Legal	6330	259	997	468	600
		<u>3,927</u>	<u>6,722</u>	<u>8,600</u>	<u>8,126</u>

- Engineering - In F2015, SPUCL begun a GIS implementation program and 1/3 of the cost has been allocated to the Gas Division.
- Accounting - is composed of the annual cost of independent accountants to review SPUCL's annual financial statements and prepare the tax return. 1/3 of the annual cost is allocated to the Gas Division
- Legal - costs have been under \$1,000 for the Gas Division over the past 3 years but were \$2,729 in F2013. Generally the work is for filing required annual returns and minute book maintenance. In F2013 additional costs were incurred for work related to a potential natural gas line to Sun Peaks.

**Office Rental & Administration**

Office rental (reallocated costs)	6415	2,100	2,100	-	-
Office rental & admin charge	6417	8,000	8,000	12,000	12,000
		<u>10,100</u>	<u>10,100</u>	<u>12,000</u>	<u>12,000</u>

- Office rental - space was being provided at the Burfield Lodge by Sun Peaks Resort LLP (SPR LLP, formerly Sun Peaks Resort Corp.) at an annual cost of \$8,400 of which \$2,100 was allocated to the Gas Division.
- Beginning in F2016, SPR LLP, stopped charging separately for office rent and increased the \$2,000/mo. administration fee to \$3,000/mo. of which 1/3 is allocated to the Gas Division.
- The administration fee includes office rent, photocopier/facsimile usage as well as time spent by their personnel to provide services including reception, computer support, purchasing/expediting, payroll processing, cheque signing and management oversight.

**Equipment Leases**

Computer lease	6430	721	-	-	-
Backhoe Lease	6505	-	-	-	1,070
Field office lease	6506	1,052	1,052	1,052	1,052
		<u>1,773</u>	<u>1,052</u>	<u>1,052</u>	<u>2,122</u>

- Computer lease - SPUCL no longer leases any computer equipment and given the relatively low cost, recognizes as an expense the cost of any computer replacement.
- Backhoe lease - In 2013 SPUCL completed the buy out on it's 1997 Case backhoe lease. In F2017, SPUCL plans to replace the Case backhoe with either a rental machine or purchasing a used machine. 10% of backhoe costs are allocated to the Gas Division.
- Field office lease - a mobile 20 ft. steel office container provides a lunch room for field staff. 1/3 of the cost is allocated to the Gas Division.

**Transportation**

Transportation	6500	1,076	911	1,099	1,200
Truck Lease	6510	4,441	2,348	4,093	3,792
Fuel	6520 / 22	4,011	4,000	3,825	4,333
Vehicle Insurance	6560	2,672	2,789	2,575	2,329
		<u>12,200</u>	<u>10,048</u>	<u>11,592</u>	<u>11,654</u>

- Transportation - is mainly mileage paid to employees for use of personal vehicles and the cost of business travel. Truck leases - SPUCL has two vehicles under lease and owns one. 1/3 of the two lease costs are allocated to the Gas Division.
- Fuel costs are projected to go up from F2016 as a result of higher gas and diesel prices.
- Vehicle insurance for the 3 vehicles and mobile equipment is expected to decrease in F2017.

June 10, 2016

Schedule 5

Year ended April 30th	GL Code	Actual			Projected
		2014	2015	2016	2017
<b>General Insurance</b>					
General Insurance	6570	8,669	11,703	12,431	12,871

- Both liability and property insurance for SPUCL is provided for through SPR LLP's master policy.

**Regulatory**

		-	-	-	-
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- Regulatory Commission work with respect to rate applications, annual reports, etc. is performed by SPUCL staff with some assistance from FortisBC and thus no outside costs are expected over the next three years.

**Office & Administration**

Telephone	6610	3,561	3,864	3,453	3,650
Interest & Bank Chg.	6630	1,473	812	1,218	1,200
Office Supplies	6640 / 20	4,548	3,383	4,798	4,250
Uniforms & safety equip	6645 / 61	1,072	913	645	2,000
Courier & Postage	6650	1,260	791	448	1,200
Advertising	6600	1,595	1,061	2,497	3,600
Other	6358/6605	350	9	-	100
		13,859	10,833	13,059	16,000

- Office & administration costs are expected to remain similar to previous years except for:
  - Uniforms & safety equip which will be higher in F2017 as new winter coats have been ordered for field staff (3 year replacement cycle)
  - Advertising which will be higher in F2017 due to more monthly newsletters and local newspaper advertisements directly related to gas rate application disclosure.

**Bad Debt Expense**

Bad Debt Expense	6700	3,563	4,297	-	-
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- Bad debt expense in F2014 and F2015 related to uncollected late fees. No further bad debts are expected

**Property Taxes & Permits**

Property Taxes	7025	2,846	2,073	1,941	1,941
Utility Taxes	7025	18,997	20,121	15,385	17,495
Permits	6670	1,147	1,386	1,384	1,387
		22,990	23,580	18,710	20,823

- Property taxes relate to the land that the gas plant is situated on. These lands are part of a larger parcel owned by SPR LLP which also includes land SPUCL's Wastewater Treatment Facility is located on. No change in property taxes is anticipated for F2017
- Utility Taxes are paid to the Sun Peaks Mountain Resort Municipality and are based on 1% of SPUCL's Gas Division revenue for the calendar year 3 years previous to the current year. For F2017, SPUCL's calendar year 2014 revenue is reported to the Municipality in October 2015 and SPUCL pays the related 1% tax in June 2016.
- Permits - include the BCUC Annual Cost Recovery Levy, BC Safety Authority's Gas Plant Operation Permit, and a portion of the Radio and SPMRM's Business Licence fees.

**Sun Peaks Utilities Co., Ltd.**  
**Gas Plant, Other Capital & Amortization**  
**For the Three Fiscal Years to April 30/16 and F2017 Projection**

June 10, 2016

Schedule 6

Year ended April 30th	Funding	Actual				Projected
		2013 & Prior	2014	2015	2016	2017
Gas Plant Additions						
Propane Plant Improvements	SPUCL	24,395	-	-	-	-
Service Line Installation	Customers	500,681	6,000	9,000	4,500	4,500
Service Line Installations	SPUCL	11,077	3,000	-	-	-
Meter connections	Customers	271,475	1,600	2,400	1,200	1,200
Meter replacement	SPUCL	35,869	-	-	-	-
Grid extensions	Developers	646,859	-	-	-	-
Sun Peaks Rd Main Replacement	SPUCL	72,242	-	-	-	-
		<u>1,562,598</u>	<u>10,600</u>	<u>11,400</u>	<u>5,700</u>	<u>5,700</u>
Amortization (Net of Contributions)						
Propane Plant Improvements	35 yrs	9,061	697	697	697	697
Service Lines	70 yrs	615	180	201	201	201
Meters	35 yrs	12,859	1,025	1,025	1,025	1,025
Sun Peaks Rd Main Replacement	70 yrs	10,320	1,032	1,032	1,032	1,032
		<u>32,855</u>	<u>2,934</u>	<u>2,955</u>	<u>2,955</u>	<u>2,955</u>
End of Year Gross Plant cost to date						
Propane Plant		24,395	24,395	24,395	24,395	24,395
Service Lines		511,758	520,758	529,758	534,258	538,758
Meters		307,344	308,944	311,344	312,544	313,744
Mains and grid Extensions		719,101	719,101	719,101	719,101	719,101
End of Year Gross Plant cost to date		<u>1,562,598</u>	<u>1,573,198</u>	<u>1,584,598</u>	<u>1,590,298</u>	<u>1,595,998</u>
End of Year Contributions in Aid to Gas Plant						
Service Line Installations		500,681	506,681	515,681	520,181	524,681
Meters		271,475	273,075	275,475	276,675	277,875
Mains		646,859	646,859	646,859	646,859	646,859
End of Year Contributions		<u>1,419,015</u>	<u>1,426,615</u>	<u>1,438,015</u>	<u>1,443,715</u>	<u>1,449,415</u>
End of Year Net Gas Plant funded by SPUCL (Net)						
Propane Plant		15,334	14,637	13,940	13,243	12,546
Service Lines		10,461	13,281	13,080	12,879	12,678
Meters		23,010	21,985	20,960	19,935	18,910
Mains		61,922	60,890	59,858	58,826	57,794
End of Year Net Gas Plant		<u>110,727</u>	<u>110,793</u>	<u>107,838</u>	<u>104,883</u>	<u>101,928</u>
Other Capital Additions						
Gas Plant fencing		-	4,893	-	-	-
Other		-	-	-	-	-
Other Capital Additions		<u>-</u>	<u>4,893</u>	<u>-</u>	<u>-</u>	<u>-</u>
Less: Amortization						
Gas Plant fencing	5 yrs	-	489	979	979	979
Other	5 yrs	-	-	-	-	-
Amortization total for period		<u>-</u>	<u>489</u>	<u>979</u>	<u>979</u>	<u>979</u>
End of Year Net Other Capital funded by SPUCL (Net)		<u>-</u>	<u>4,404</u>	<u>3,425</u>	<u>2,446</u>	<u>1,467</u>
<b>Amortization for year</b>			<b><u>3,423</u></b>	<b><u>3,934</u></b>	<b><u>3,934</u></b>	<b><u>3,934</u></b>



**Sun Peaks Utilities Co., Ltd.**  
**Delivery Price Increase Effect on Customers**  
**Delivery Rate Application to be effective Aug 1/16**

June 10, 2016

Schedule 7

	Current Rates **		Proposed Rates		Change	
	Rate	Annual Cost	Rate	Annual Cost	Annual Cost	%
<b>Average Small Residential User (Condo &amp; Townhouse)</b>						
Annual Gas Consumption (Gj)	18					
Basic Charge (per month)	18.00	216.00	18.00	216.00	0.00	0%
Delivery Charge (per Gj)	2.4875	44.78	2.8175	50.72	5.94	13%
Commodity Charge (per Gj)	11.6250	209.25	11.6250	209.25	0.00	0%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>470.03</b>		<b>475.97</b>	<b>5.94</b>	<b>1.3%</b>
<b>Average Residential User (Single Family House)</b>						
Annual Gas Consumption (Gj)	85					
Basic Charge (per month)	18.00	216.00	18.00	216.00	0.00	0%
Delivery Charge (per Gj)	2.4875	211.44	2.8175	239.49	28.05	13%
Commodity Charge (per Gj)	11.6250	988.13	11.6250	988.13	0.00	0%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>1,415.56</b>		<b>1,443.61</b>	<b>28.05</b>	<b>2.0%</b>
<b>Average Small Commercial</b>						
Annual Gas Consumption (Gj)	354					
Basic Charge (per month)	30.00	360.00	30.00	360.00	0.00	0%
Delivery Charge (per Gj)	2.4875	880.58	2.8175	997.40	116.82	13%
Commodity Charge (per Gj)	11.6250	4,115.25	11.6250	4,115.25	0.00	0%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>5,355.83</b>		<b>5,472.65</b>	<b>116.82</b>	<b>2.2%</b>
<b>Average Large Commercial</b>						
Annual Gas Consumption (Gj)	4,260					
Basic Charge (per month)	120.00	1,440.00	120.00	1,440.00	0.00	0%
Delivery Charge (per Gj)	2.9875	12,726.75	3.3175	14,132.55	1,405.80	11%
Commodity Charge (per Gj)	11.6250	49,522.50	11.6250	49,522.50	0.00	0%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>63,689.25</b>		<b>65,095.05</b>	<b>1,405.80</b>	<b>2.2%</b>
<b>Large Commercial - Large Hotel</b>						
Annual Gas Consumption (Gj)	10,000					
Basic Charge (per month)	120.00	1,440.00	120.00	1,440.00	0.00	0%
Delivery Charge (per Gj)	2.9875	29,875.00	3.3175	33,175.00	3,300.00	11%
Commodity Charge (per Gj)	11.6250	116,250.00	11.6250	116,250.00	0.00	0%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>147,565.00</b>		<b>150,865.00</b>	<b>3,300.00</b>	<b>2.2%</b>
<b>Components of the Rate Charge are as follows:</b>						
Storage Facility (per Gj)		\$2.3250		\$2.3250	\$0.0000	0%
Commodity Price (per Gj)		\$9.3000		\$9.3000	\$0.0000	0%
GCRA Recovery (per Gj)		\$0.0000		\$0.0000	\$0.0000	0%
<b>Commodity Charge</b>		<b>\$11.6250</b>		<b>\$11.6250</b>	<b>\$0.0000</b>	
<b>Residential Delivery Charge (Large Commercial + \$.50)</b>		<b>\$2.4875</b>		<b>\$2.8175</b>	\$0.3300	13%
<b>Total Variable Charges, (Residential &amp; Small Commercial)</b>		<b>\$14.1125</b>		<b>\$14.4425</b>	<b>\$0.3300</b>	<b>2.34%</b>
<b>Total Variable Charges, (Large Commercial)</b>		<b>\$14.6125</b>		<b>\$14.9425</b>	<b>\$0.3300</b>	<b>2.26%</b>

**Sun Peaks Utilities Co., Ltd.**

**Application for Propane Commodity and Delivery Price Change**

(Proposed to be effective August 1, 2016)

**INDEX**

**June 10, 2016**

**Combined Application for Propane Commodity and Delivery Price Change  
Customer Gas Cost Change**

Schedule 1

Schedule 2

# Sun Peaks Utilities Co., Ltd.

## Combined Application for Propane Commodity and Delivery Price Change

### Proposed Commodity and Delivery Rate Application (To take effect August 1, 2016)

#### Schedule A

<b>Residential and Small Commercial</b>	<b>Existing Rates (per GJ)</b>	<b>Proposed Rates (per GJ)</b>	<b>% Change</b>	<b>\$ Change</b>
<b>Proposed Rate Change</b>				
Commodity Charge - Storage	\$2.3250	\$2.3250	0.0%	\$0.0000
Commodity Charge - Propane	\$9.3000	\$9.7250	4.6%	\$0.4250
Commodity Charge - GCRA (Aug 1/16 - Apr 30/17)	\$0.0000	(\$2.3750)		(\$2.3750)
<b>Total Commodity Charge</b>	<b>\$11.6250</b>	<b>\$9.6750</b>	<b>-16.8%</b>	<b>(\$1.9500)</b>
<b>Residential Delivery Charge</b>	\$2.4875	\$2.8175	13.3%	\$0.3300
<b>Total Variable Charges</b>	<b>\$14.1125</b>	<b>\$12.4925</b>	<b>-11.5%</b>	<b>(\$1.6200)</b>

<b>Large Commercial</b>	<b>Existing Rates (per GJ)</b>	<b>Proposed Rates (per GJ)</b>	<b>% Change</b>	<b>\$ Change</b>
<b>Proposed Rate Change</b>				
Commodity Charge - Storage	\$2.3250	\$2.3250	0.0%	\$0.0000
Commodity Charge - Propane	\$9.3000	\$9.7250	4.6%	\$0.4250
Commodity Charge - GCRA (Aug 1/16 - Apr 30/17)	\$0.0000	(\$2.3750)		(\$2.3750)
<b>Total Commodity Charge</b>	<b>\$11.6250</b>	<b>\$9.6750</b>	<b>-16.8%</b>	<b>(\$1.9500)</b>
<b>Residential Delivery Charge</b>	\$2.9875	\$3.3175	11.0%	\$0.3300
<b>Total Variable Charges</b>	<b>\$14.6125</b>	<b>\$12.9925</b>	<b>-11.1%</b>	<b>(\$1.6200)</b>

# Sun Peaks Utilities Co., Ltd.

## Customer Gas Cost Change

Proposed Commodity and Delivery Rate Application (To take effect August 1, 2016)

### Schedule B

	Current Rates		Proposed Rates		Change	
	Rate	Annual Cost	Rate	Annual Cost	Annual Cost	%
<b>Average Small Residential User (Condo, Townhouse)</b>						
Annual Gas Consumption (Gj)		18				
Basic Charge (per month)	18.00	216.00	18.00	216.00	-	0%
Delivery Charge (per Gj)	2.4875	44.78	2.8175	50.72	5.94	13.3%
Commodity Charge (per Gj)	11.6250	209.25	9.6750	174.15	(35.10)	-16.8%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>470.03</b>		<b>440.87</b>	<b>(29.16)</b>	<b>-6.2%</b>
<b>Average Residential User (Single Family House)</b>						
Annual Gas Consumption (Gj)		85				
Basic Charge (per month)	18.00	216.00	18.00	216.00	-	0%
Delivery Charge (per Gj)	2.4875	211.44	2.8175	239.49	28.05	13.3%
Commodity Charge (per Gj)	11.6250	988.13	9.6750	822.38	(165.75)	-16.8%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>1,415.56</b>		<b>1,277.86</b>	<b>(137.70)</b>	<b>-9.7%</b>
<b>Average Small Commercial</b>						
Annual Gas Consumption (Gj)		354				
Basic Charge (per month)	30.00	360.00	30.00	360.00	-	0%
Delivery Charge (per Gj)	2.4875	880.58	2.8175	997.40	116.82	13.3%
Commodity Charge (per Gj)	11.6250	4,115.25	9.6750	3,424.95	(690.30)	-16.8%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>5,355.83</b>		<b>4,782.35</b>	<b>(573.48)</b>	<b>-10.7%</b>
<b>Average Large Commercial</b>						
Annual Gas Consumption (Gj)		4,260				
Basic Charge (per month)	120.00	1,440.00	120.00	1,440.00	-	0%
Delivery Charge (per Gj)	2.9875	12,726.75	3.3175	14,132.55	1,405.80	11.0%
Commodity Charge (per Gj)	11.6250	49,522.50	9.6750	41,215.50	(8,307.00)	-16.8%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>63,689.25</b>		<b>56,788.05</b>	<b>(6,901.20)</b>	<b>-10.8%</b>
<b>Large Commercial - Large Hotel</b>						
Annual Gas Consumption (Gj)		10,000				
Basic Charge (per month)	120.00	1,440.00	120.00	1,440.00	-	0%
Delivery Charge (per Gj)	2.9875	29,875.00	3.3175	33,175.00	3,300.00	11.0%
Commodity Charge (per Gj)	11.6250	116,250.00	9.6750	96,750.00	(19,500.00)	-16.8%
<b>Total Annual Energy Costs (excluding Taxes)</b>		<b>147,565.00</b>		<b>131,365.00</b>	<b>(16,200.00)</b>	<b>-11.0%</b>
<b>Components of the Rate Charge are as follows:</b>						
Storage Facility (per Gj)	\$2.3250		\$2.3250		\$ -	0.0%
Commodity Price (per Gj)	\$9.3000		\$9.7250		\$ 0.4250	4.6%
GCRA Recovery (per Gj)	\$0.0000		-\$2.3750		\$ (2.3750)	
<b>Commodity Charge</b>	<b>\$11.6250</b>		<b>\$9.6750</b>		<b>\$ (1.9500)</b>	<b>-16.8%</b>
<b>Residential Delivery Charge (Commercial + \$.50)</b>	<b>\$2.4875</b>		<b>\$2.8175</b>		<b>\$ 0.3300</b>	<b>13.3%</b>
<b>Total Variable Charges</b>	<b>\$14.1125</b>		<b>\$12.4925</b>		<b>\$ (1.6200)</b>	<b>-11.5%</b>

# Sun Peaks Utilities Co., Ltd.

## Gas Tariff

Stating Terms and Conditions and Rates for Gas Service

### Explanation of Symbols Appearing on Tariff Pages

- I - Signifies Increase**
- C - Signifies Change**
- D - Signifies Decrease**
- N - Signifies New**
- O - Signifies Omission**

The copy posted at [www.sunpeaksutilities.com](http://www.sunpeaksutilities.com) is for information only. The official Gas Tariff is available for public inspection at the company's offices at 1280 Alpine Road, Sun Peaks, British Columbia, V0E 5N0 and at the offices of the British Columbia Utilities Commission, Sixth Floor, 900 Howe Street, Vancouver, British Columbia, V6Z 2N3.

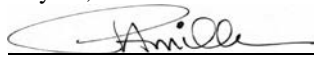
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../SPUCL Gas Tariff Terms Conditions Eff Mar 1 1997 Rev July 1 2014

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By:



Pat A. Miller  
Director, Utility Services  
SUN PEAKS UTILITIES CO., LTD.

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By: **Original signed by Robert J. Pellant**

Commission Secretary  
BRITISH COLUMBIA UTILITIES COMMISSION


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Effective Date: March 1, 1997

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**Definitions**

Unless the context indicates otherwise, the following words have the following meanings:	
<i>Basic Charge</i>	Means a fixed charge required to be paid by a Customer for Service during a prescribed period as specified by Rate Group.
<i>British Columbia Utilities Commission</i>	Means the British Columbia Utilities Commission constituted under the <i>Utilities Commission Act</i> of British Columbia and includes and is also a reference to <ul style="list-style-type: none"> <li>(i) any commission that is a successor to such commission, and</li> <li>(ii) any commission that is constituted pursuant to any statute that may be passed which supplements or supersedes the <i>Utilities Commission Act</i> of British Columbia.</li> </ul>
<i>Commercial Service</i>	Means the provision of Gas supplied to one Delivery Point and through one (1) Meter Set for use in approved appliances in commercial, institutional or small industrial operations.
<i>Conversion Factor</i>	Means a factor, or combination of factors, which converts gas meter data to gigajoules or cubic meters for billing purposes.
<i>Cubic Meter (M<sup>3</sup>)</i>	Means the volume of Gas, which occupies one cubic meter under the actual conditions of temperature, pressure and saturation prevailing from time to time at the Meter Set.
<i>Customer</i>	Means an applicant who is being provided Service or who has filed an application for Service with SPUCL that has been approved by SPUCL.
<i>Delivery Point</i>	Means the outlet of the Meter Set unless otherwise specified in the Service Agreement.
<i>Delivery Pressure</i>	Means the pressure of the Gas at the Delivery Point.
<i>Gas or gas</i>	Means propane or natural gas (including odorant added by SPUCL or its Gas supplier).
<i>Gas Service</i>	Means the delivery of Gas through a Meter Set.
<i>General Terms &amp; Conditions of SPUCL</i>	Means these general terms and conditions of SPUCL as changed from time to time and approved by the British Columbia Utilities Commission

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**Sun Peaks Utilities Co., Ltd. - Gas Tariff  
General Terms and Conditions - Page 4 - Original Page**


<i>Gigajoule</i>	Means a measure of energy equal to one billion joules used for billing purposes.
<i>Heat Content</i>	Means the quantity of energy per unit volume of Gas measured under standardized conditions and expressed in megajoules per cubic metre (Mj/m <sup>3</sup> ).
<i>Landlord</i>	Means a Person who, being the owner of a property has leased or rented it to another person, called the Tenant.
<i>Local Government Act</i>	Referrers to the Section 644 of the Local Government Act of BC (or its successor) that allows SPMRM the ability to tax utility company property that carries on business in a municipality in which it has specific improvements must be taxed annually by the Municipality at the rate of 1%.
<i>Main</i>	Means pipe used to carry Gas for general or collective use for the purposes of distribution.
<i>Main Extension</i>	Means an extension of one of SPUCL's distribution mains, and includes the installation of any required pressure regulating facilities and upgrading of existing mains or pressure regulating facilities, but does not include the installation of Service Lines or Meter Sets.
<i>Meter Set</i>	Means an assembly of SPUCL owned metering and ancillary equipment and piping.
<i>Month</i>	Means a period of time, for billing purposes, of normally from 27 to 37 consecutive days, but may be a lessor period of time when Gas Service is activated, discontinued or disconnected.
<i>Other Service</i>	Means the provision of Service other than Gas Service including, but not limited to, alterations and repairs, reconnection of Service, removal of materials (such as ice or snow), and financing.
<i>Other Service Charges</i>	Means charges for, but not limited to, alterations and repairs, reconnection, removal of materials (such as ice or snow), financing, returned cheque charges and late payment charges, Social Service Tax, Goods and Services Tax or other taxes related to these charges.
<i>Person</i>	Means a natural person, partnership, corporation, society, unincorporated entity or body politic.
<i>Premises</i>	Means a building, a separate unit of a building, or machinery together with the surrounding land.

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**Sun Peaks Utilities Co., Ltd. - Gas Tariff  
General Terms and Conditions - Page 5 - Original Page**

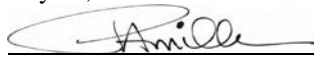
<i>Rate Group</i>	Means a class of Service.
<i>Residential Premises</i>	Means the Premises of a Customer, whether single family dwelling, separately metered single-family townhouse, rowhouse, or apartment, or single-metered apartment blocks with four or less apartments.
<i>Residential Service</i>	Means the provision of Gas supplied to one Delivery Point and through one Meter Set for use in Residential Premises.
<i>Rider</i>	Means an additional charge or credit attached to a rate.
<i>Service</i>	Means the provision of Gas Service or Other Service by SPUCL.
<i>Service Agreement</i>	Means an agreement between SPUCL and a Customer for the provision of Service.
<i>Service Area</i>	Means the area including, but not limited to, the following locations and surrounding areas of the Sun Peaks Resort Improvement District, the Sun Peaks' Controlled Recreational Area, and these General Terms and Conditions of SPUCL refer to such Service Area.
<i>Service Line</i>	Means that portion of SPUCL's gas distribution system extending from a Main to the inlet of the Meter Set.
<i>Service Related Charges</i>	Include, but are not limited to, application fees, Service Line installation fees, Meter Set fees and late payment charges, plus Social Services Tax, Goods and Service Tax, or other taxes related to these charges.
<i>SPMRM</i>	Means the Sun Peaks Mountains Resort Municipality, which was formed on June 28, 2010
<i>SPUCL</i>	Means Sun Peaks Utilities Co., Ltd., a body corporate incorporated pursuant to the laws of the Province of British Columbia under number 102004.
<i>SPUCL's Costs</i>	Means the total of all direct costs incurred by SPUCL for a service provided to a Customer including, but not limited to, labour, materials and equipment, as well as any other costs that may reasonably arise in preparation for or during completion of the work, plus a reasonable allowance for SPUCL's overhead costs.

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**Sun Peaks Utilities Co., Ltd. - Gas Tariff  
General Terms and Conditions - Page 6 - Original Page**

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<i>SPUCL System</i>	Means the Gas distribution system owned and operated by SPUCL, as such system is expanded, reduced or modified from time to time.
<i>Standard Fees &amp; Charges Schedule</i>	Means the schedule forming part of the General Terms and Conditions which lists the various fees and charges relating to service provided by SPUCL as approved from time to time by the British Columbia Utilities Commission.
<i>Temporary Service</i>	Means the provision of Service for what SPUCL determines will be a limited period of time.
<i>Tenant</i>	A Person under lease or tenancy agreement or who has the temporary use and occupation of real property owned by another Person.
<i>Year</i>	Means a period of 12 consecutive Months.

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Effective Date: March 1, 1997**

**Table of Charges - See Original for Approved Page 7 c/w signature**

Gas Service will be provided in accordance with the following Rate Groups. The Rate Groups are available in all territory served by SPUCL, provided adequate capacity exists in SPUCL's system.

**Applicability by Rate Group**

**Rate Group 1: Residential Service** – This Rate Group is applicable to Gas supplied at one Premises for use in approved appliances for all residential applications in single-family residences, separately metered single-family townhouses, rowhouses and apartments and single metered property with four or less dwelling units.


**Rate Group 2: Small Commercial Service** – This Rate Group is applicable to Gas supplied at one Premises for Customers with a normalised annual consumption of less than 2,000 gigajoules of Gas, for use in approved appliances in municipal, commercial, institutional, small industrial operations or a single metered property with five or more dwelling units.

**Rate Group 3: Large Commercial Service** – This Rate Group is applicable to Gas supplied at one Premises for Customers with a normalised annual consumption of greater than 2,000 gigajoules of Gas, for use in approved appliances in municipal, commercial, institutional small industrial operations and single metered property with five or more dwelling units.

Rates for Gas Service		Rate Group 1 Residential	Rate Group 2 Small Commercial	Rate Group 3 Large Commercial
1	Basic Charge per Month			
2	Delivery Charge per gigajoule of Gas delivered			
3	Gas Commodity Charge – Propane per gigajoule of Gas delivered			
4	Gas Commodity Charge – Storage per gigajoule of Gas delivered			
5	Gas Commodity Charge – GCRA per gigajoule of Gas delivered			
6	Spare			
7	Total Gas Commodity Charge - per gigajoule of Gas delivered			

**Note: Minimum Charge per Month -** The minimum charge per Month will be the Basic Charge listed above.

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Pat A. Miller  
Director, Utility Services  
SUN PEAKS UTILITIES CO., LTD.

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By: \_\_\_\_\_  
Acting Commission Secretary  
BRITISH COLUMBIA UTILITIES COMMISSION

Commission Order No. \_\_\_\_\_  
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## **Standard Fees and Charges Schedule**

**Service Related Charges** - The following standard fees and charges will be applicable to the provision of Gas Service to applicants or Customers.

### **Application Fee**

- Application Fee \$85.00
- Change of Billing Address \$0.00

### **Service Line Installation Fee**

- New Residential Installation At SPUCL's Costs
- New Residential Manifold Installation At SPUCL's Costs
- New Commercial Installation At SPUCL's Costs

### **Meter Set Fee**

- New Residential Meter Set & Tie In At SPUCL's Costs
- New Residential Manifold Meter Set & Tie In At SPUCL's Costs
- New Commercial Meter Set & Tie In At SPUCL's Costs
- Removing, testing & replacing Meter Set At SPUCL's Costs

### **Administrative Charges**

Late Payment Charge 1.5% per month (19.56% per annum) on outstanding balance as defined in Section 12.


Returned Cheque Charge \$25.00

### **Interest on Cash Security Deposits**

SPUCL will pay interest on cash security deposits at SPUCL's prime interest rate minus 2%, by crediting the Customer's account in January of each Year. SPUCL's 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 SPUCL's principal bank as its "prime rate" for loans in Canadian dollars.

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Pat A. Miller  
Manager, Utility Services  
SUN PEAKS UTILITIES CO., LTD.

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**Standard Fees and Charges Schedule (Cont'd)**

**Other Service Charges** - The following standard fees and charges will be applicable for the specific services listed below.


<b>Removal and testing of meter at the Customer's request</b> (subject to Section 8.3)		
• Charge per meter per request		At SPUCL's Costs
<b>Removal and testing of meter at SPUCL's request</b>		
• Charge per meter per request		\$0.00
<b>Removal of Materials</b> (including, but not limited to snow & ice) <b>away from a meter</b> (subject to Section 8.11)		
• Charge per meter for first occurrence		\$50.00
• Charge per meter for additional occurrences		\$100.00
<b>Special Meter Reading</b>		
• Per occurrence (not due to change of ownership)		At SPUCL's Costs
<b>Reconnection Fee</b> (where the Meter Set has NOT been removed)		
• Per occurrence		At SPUCL's Costs
<b>Reconnection Fee</b> (where the Meter Set has been removed)		
• Per occurrence		At SPUCL's Costs
<b>Resetting of meter and regulator</b> (at the Customer's request)		
• Per occurrence		At SPUCL's Costs
<b>Move meter from inside to outside of premises at the Customer's request</b>		
• Removing, testing & replacing Meter Set		At SPUCL's Costs
<b>Where other services are performed, costs shall be:</b>		
• Materials:		At SPUCL's Costs
• SPUCL Staff Labour:		Hourly rate of \$75.00
		(After hours to be charged double time)
• SPUCL Back Hoe Equipment		Hourly rate of \$100.00
• Other Contracted Services:		At SPUCL's Costs

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## Application For Service

### 1. Application Requirements

#### 1.1 Requesting Services - A Customer or applicant requesting SPUCL

- (a) to provide Gas Service,
- (b) to provide a new Service Line,
- (c) to re-activate an existing Service Line,
- (d) to transfer an existing account,
- (e) to change the Service provided, or
- (f) to make alterations to an existing Service Line or Meter Set,

shall apply to SPUCL at its office location in person, by mail, by telephone, by facsimile or by other electronic means acceptable to SPUCL.

#### 1.2 Required Documents - An applicant for Gas Service may be required to sign an application and a Service Agreement provided by SPUCL. The form when signed by the Customer and accepted by a duly authorized employee of SPUCL, becomes the contract for Service under which the Gas is delivered and purchased.

#### 1.3 Required References - SPUCL may require an applicant for Service to provide reference information and identification acceptable to SPUCL.

#### 1.4 Security Deposit - SPUCL may request a security deposit from an applicant for Service as set out in Section 5 (Security for Payment of Bills).

#### 1.5 Refusal of Application - SPUCL may refuse to accept an application for Service for any of the reasons listed in Section 13 (Discontinuance of Service and Refusal of Service).

#### 1.6 Change of Rate Group - If a Customer desires to change from one class of Service to a different class of Service, the Customer shall file with SPUCL, an application for Service under a different Rate Group.

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## 2. Agreement to Provide Service

**2.1 Service Agreement** - The agreement for Service between a Customer and SPUCL will be

- (a) the oral or written application of the Customer which has been approved by SPUCL and which is deemed to include the General Terms and Conditions, or
- (b) a Service Agreement signed by the Customer.

**2.2 Customer Status** - A Person becomes a Customer of SPUCL when SPUCL

- (a) approves the Person's application for Service, or
- (b) provides Service to the Person.

A Person who is being provided Service by SPUCL but who has not applied for Service shall be served in accordance with these General Terms and Conditions.

**2.3 Separate Premise/Businesses** - If an applicant is requesting Service from SPUCL 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 (subject to Section 13.1 (c)). For the purposes of this provision, SPUCL will determine whether or not any building contains one or more Premises or any business is separately operated.

~~**2.4 Rental Premises** - In the case of rental Premises, SPUCL may~~

- ~~(a) require an owner of rental Premises or its agent, who wishes SPUCL to contract directly with a Tenant, to enter into an agreement with SPUCL allowing SPUCL to send bills to the Tenant for Service at the Premises,~~
- ~~(b) contract directly with the owner or agent of the rental Premises as a Customer of SPUCL with respect to any or all Services to the Premises, or~~
- ~~(c) contract directly with each Tenant as a Customer of SPUCL.~~

**2.4 Change in Ownership or Tenancy of Property** - When there is a change in ownership or tenancy of property, the property seller should ensure that the Utility bill is paid before transfer of the title to the purchaser. Where there is a change in ownership or tenancy of property, it is the responsibility of the new owner and/or new Tenant to ensure:

- (a) any outstanding obligations are included in the statement of adjustments of the property purchase, or are fully paid by the previous owner or Tenant,

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- (b) if a new owner is leasing or renting a Premises and wants the Utility bill sent to a Tenant, the new owner must complete an agreement with the Utility which authorizes the Utility to send the Utility bill to the Tenant, but the Owner will not be released for its obligation to pay the Utility's bills.
- (c) In the event that a previous owner or Tenant vacates the Premises leaving an outstanding Utility bill, then the Utility's agreement to provide Gas Service is subject to the new property owner paying the outstanding balance owing on the Gas bill.

**2.5 Access to Premises** – SPUCL's agreement to provide Service to an applicant or Customer is conditional upon SPUCL having a right of access to its equipment as set out in Section 6.8 (Access to Premises and Equipment).

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### **3. Rate Classification**

- 3.1 Rate Classification** - Subject to Section 3.2 (Special Contracts), Customers will be served under the Rate Group for which they meet the applicability criteria as set out in the Table of Charges.
- 3.2 Special Contracts** - In exceptional circumstances, special contracts may be negotiated between SPUCL and the Customer and submitted for BCUC approval where
- (a) a minimum rate or revenue stream is required by SPUCL to ensure that Service to the Customer is economic; or
  - (b) alternative fuel costs or other factors are such that a reduced rate is justified to keep the Customer on-system.
- 3.3 Periodic Review** - SPUCL may
- (a) conduct periodic reviews of the quantity of Gas delivered to a Customer to determine which Rate Group applies to the Customer, and
  - (b) change the Customer's charge to the appropriate charge, or
  - (c) change the Customer to the appropriate Rate Group.

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Effective Date: March 1, 1997**

#### 4. Application, Installation and Reconnection Fees

**4.1. Application and Service Installation Fees** - An applicant for Service shall pay the applicable application, Service Line installation and Meter Set fees as set out in the Standard Fees and Charges Schedule. Where the Service Line is required to serve more than one Customer with Customers connected to a meter manifold, then the costs of the Service Line and meter manifold shall be equitably shared by each applicant.

**4.2. Waiver of Application or Reconnection Fee** - The application or reconnection fee

- (a) will be waived by SPUCCL if Service to a Customer is reactivated after it was discontinued for any of the reasons described in Section 6.7 (a) (Right to Restrict), and
- (b) may be waived by SPUCCL if a Landlord requires Gas Service for a short period between the time a previous Tenant moves out and a new Tenant moves in.

**4.3. Reconnection Charges - If**

- (a) Service is terminated
  - i) at the request of a Customer, or
  - ii) for any of the reasons described in Section 13 (Discontinuance of Service and Refusal of Service) other than as necessitated by repairs to SPUCCL's system or failure of gas supply, or
  - iii) to permit Customers to make alterations to their Premises, and
- (b) the same Customer or the spouse, employee, contractor, agent or partner of the same Customer requests reactivation of Service to the Premises,

the applicant for reconnection shall pay the appropriate reconnection fee as indicated in the Standard Fees and Charges Schedule, together with any other indebtedness, any and all additional charges incurred in the collection of a delinquent account, and any other reactivation costs which may be incurred by SPUCCL in reactivating Service.

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Commission Secretary  
BRITISH COLUMBIA UTILITIES COMMISSION

**Commission Order No. G-5-01**  
**Effective Date: March 1, 1997**

## 5. Security for Payment of Bills

**5.1 Security for Payment of Bills** - If a Customer or applicant cannot establish or maintain credit to the satisfaction of SPUCL, the Customer or applicant may be required to make a security deposit in the form of cash or an equivalent form of security acceptable to SPUCL. The amount of the security may not

- (a) be less than \$100.00, or
- (b) exceed an amount equal to the estimate of the total bill for the three (3) highest consecutive months consumption of Gas by the Customer or applicant.

**5.2 Interest** - SPUCL will pay interest to a Customer on a security deposit at the rate and at the times specified in the Standard Fees and Charges Schedule. Such interest shall be credited annually to the Customer's billing account in the month of January. If a security deposit is returned to the Customer for any reason, SPUCL will credit any accrued interest to the Customer's account at that time less any outstanding indebtedness to SPUCL then owing by the Customer.

No interest is payable

- (a) on any unclaimed deposit left with SPUCL after the account for which it is security is closed, and
- (b) on a deposit held by SPUCL in a form other than cash.

**5.3 Refund of Deposit** - When the Customer pays the final bill, SPUCL will refund any security deposit plus any accrued interest or cancel the equivalent form of security.

**5.4 Unclaimed Refund** - If SPUCL is unable to locate the Customer to whom a security deposit is payable, SPUCL will take reasonable steps to trace the Customer; but if the security deposit remains unclaimed one (1) year after the date on which it first became refundable, the deposit becomes the absolute property of SPUCL.

**5.5 Application of Deposit** - If a Customer's bill is not paid when due, SPUCL may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest toward payment of the bill. Even if SPUCL applies the security deposit or calls on the equivalent form of security, SPUCL may, under Section 13 (Discontinuance of Service and Refusal of Service), discontinue Service to the Customer for failure to pay for Service.

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- 5.6 Failure to Pay Security Deposit** - Failure to pay or replenish a security deposit or to provide an equivalent form of security acceptable to SPUCL may, in SPUCL's discretion, result in discontinuance or refusal of Service as set out in Section 13 (Discontinuance of Service and Refusal of Service).
- 5.7 Reconnection of Service** - If a Customer is disconnected for failure to pay a bill when due, or failure to replenish a security deposit, the Customer must re-establish the security deposit or equivalent form of security before SPUCL will reconnect Service to the Customer.

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## 6. Service Agreement

**6.1 Initial Term for Residential and Commercial Service** - The initial term of the Service Agreement will be 3 months, except as provided in Section 6.2 (Initial Term for Gas Service under Special Contracts).

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**6.2 Initial Term for Gas Service under Special Contracts** - If a Customer is being provided Gas Service under a Special Contract, the initial term of the Service Agreement will be as specified in the Service Agreement.

**6.3 Commencement of Use of Gas** - The Customer agrees to commence using gas on the Premises within three (3) months of the date of installation of the Meter Set, or failing to so commence using gas, to pay SPUCL's minimum monthly charge as specified in the Table of Charges until such time as Gas is used in the premises.

**6.4 Renewal of Agreement** - Unless

- (a) the Service Agreement specifies otherwise, or
- (b) the Service Agreement is terminated under Section 6.12 (Termination of Service Agreement),

the Service Agreement will be automatically renewed at the end of its initial term

- (c) from Month to Month for Residential, Small or Large Commercial Service other than as in (d), and
- (d) from Year to Year for all Special Contracts or as specified in the contract.

**6.5 Supply and Authorized Consumption**

- (a) Regular Supply - SPUCL will use all reasonable efforts to provide the constant delivery of Gas and the maintenance of unvaried pressures.
- (b) Approval Required to Increase Load - A Customer shall not increase the maximum rate of consumption of Gas delivered to it by SPUCL from that which may be consumed by the Customer under the applicable Rate Group nor significantly change its connected load without the written approval of SPUCL, which approval will not be unreasonably withheld.
- (c) Waste of Gas - The Customer shall use due care to prevent any waste of gas and will immediately notify SPUCL in case of failure of equipment or leakage of gas.

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**6.6 Unauthorized Resale / Use** - Unless authorized in writing by SPUCL, a Customer shall not resell Gas supplied to it by SPUCL to other Persons or use Gas supplied to it by SPUCL for any purpose other than as specified in the Service Agreement.

**6.7 Interruption of Service**

- (a) Right to Restrict - SPUCL 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 delivery of Gas for any of the following purposes or reasons:
  - (i) in the event of a temporary or permanent shortage of Gas, whether actual or perceived by SPUCL,
  - (ii) in the event of a breakdown or failure of the supply of Gas to SPUCL or of SPUCL's Gas storage or distribution systems,
  - (iii) in order to comply with any legal requirements,
  - (iv) in order to make repairs or improvements to any part of SPUCL's Gas distribution or storage systems,
  - (v) in the event of fire, flood, explosion or other emergency in order to safeguard Persons or property against the possibility of injury or damage.
- (b) Notice - SPUCL will, to the extent practicable, give notice of its requirements and removal of its requirements under Section 6.7 (a) (Right to Restrict) to its Customers by
  - (i) newspaper, radio or television announcement, or
  - (ii) notice in writing that is sent through the mail to the Customer's billing address, left at the Premises where Gas is delivered, served personally on a Customer, or sent by facsimile or other electronic means to the Customer, or
  - (iii) oral communication.
- (c) Failure to Comply - If, in the opinion of SPUCL, a Customer failed to comply with any requirement under Section 6.7 (a) (Right to Restrict), SPUCL may, after providing notice to the Customer in the manner specified in Section 6.7 (b) (Notice), discontinue Service to the Customer.

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**6.8 Access to Premises and Equipment**

- (a) As a condition of Service, SPUCL has a right of entry to the Customer's Premises. The Customer will provide free access to its Premises at all reasonable times to SPUCL's authorized employees, contractors, and agents for the purposes of reading, testing, repairing or removing meters and ancillary equipment, turning Gas on or off, completing system leakage surveys, stopping leaks, examining pipes, connections, fittings and appliances and reviewing the use made of Gas delivered to the Customer, or for any other related purpose which SPUCL requires.
- (b) The Customer on behalf of the owner of the Premises grants SPUCL full power, right and liberty to enter the Premises, whether or not the owner or occupant is at the Premises, to break the surface and make necessary excavations for the purposes of locating, installing, repairing, replacing, maintaining, and inspecting all facilities on the said lands. SPUCL will do as little damage and cause as little inconvenience as reasonably possible in doing such work.
- (c) When a Customer who has requested a service call, or who has been given advance notice of a required service, will not permit SPUCL to provide service during normal business hours of SPUCL, the Customer will be required to pay overtime costs in addition to all applicable service charges.
- (d) Upon request, SPUCL's employee or authorized agent must show valid SPUCL identification prior to entering the Premises.
- (e) In situations of perceived emergency, SPUCL may use reasonable force in securing access to its equipment for inspection, disconnection and repair.

**6.9 Easements & Right-of-Way** - If the Customer is not the owner of the Premises or intervening property between the Premises and SPUCL's mains, the Customer shall obtain for SPUCL from the proper owner the necessary consent or easement in writing for the installation and maintenance at said Premises and in or about such intervening property, of all necessary facilities for supplying Gas. SPUCL reserves the right to proceed with rights-of-way acquisition if deemed desirable.

**6.10 Authority of Work** - No changes, extensions, connections to or replacement of, or disconnection from SPUCL's Mains, Service Lines, or Meter Sets, shall be made except by SPUCL's authorized employees, contractors or agents or by other Persons authorized in writing by SPUCL.

**6.11 Assignment** - The Service Agreement shall be binding upon, and ensure to the benefit of the parties thereto and their respective successors and assigns but shall not be assigned or be assignable by the Customer without the written consent of SPUCL first being obtained.

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**6.12 Termination of Service Agreement** - The following terms apply to termination of any Service Agreement.

- (a) Unless the Service Agreement specifies otherwise, the Customer may terminate the Service Agreement after the end of the initial term by giving SPUCL at least 48 hours notice.
- (b) The Customer is responsible for, and shall pay for, all Gas delivered to the Premises and is responsible for all damages to and loss of Meter Sets or other SPUCL property on the Premises until the Service Agreement is terminated.
- (c) The Customer is not released from any previously existing obligations to SPUCL under the Service Agreement by terminating the Agreement.
- (d) 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, SPUCL may seal off the Service Line to the Premises.
- (e) In the event the supply of Gas is cut off for any reason, SPUCL is not obligated to remove the Service Line installed on or in the Customer's property.
- (f) SPUCL may terminate the Service Agreement for infringement by the Customer of these General Terms and Conditions or as otherwise specified herein by giving the Customer 48 hours written notice.

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## Service Facilities

### 7. Service Lines

- 7.1. Provided Installation** - If SPUCL's Main is adjacent to the Customer's Premises, SPUCL will designate the location of the Service Line on the Customer's Premises and determine the amount of space that must be left unobstructed around it, and will install the Service Line from the Main to the Meter Set on the Customer's Premises at the charges set out in the Standard Fees and Charges Schedule. Any request by the Customer to extend the Service Line beyond the designated location or to enter the Premises at a different point or follow a different route than designated by SPUCL will be subject to approval of SPUCL and agreement for payment by the Customer of all additional costs.
- 7.2. Temporary Service** - A Customer applying for Temporary Service must pay SPUCL in advance for the costs which SPUCL estimates it will incur in the installation and subsequent removal of the facilities necessary to supply Gas to the Customer.
- 7.3. Site Preparation Standards** – The Customer will be responsible for all necessary site preparation to the standards established by SPUCL. SPUCL reserves the right not to install a Service Line, if, in SPUCL's opinion, the finished soil grade has not been achieved or other site installation conditions have not been met. Should SPUCL find that the finished soil grade has changed and an installed Service Line has less than minimum ground cover, or other unsafe conditions exist, the Customer may be directed by SPUCL to re-install sufficient ground cover and remedy any other conditions to meet SPUCL's standards. This work will be performed by the Customer at its cost or may, at SPUCL's discretion, be performed by SPUCL at the Customer's cost.
- 7.4. Timing of Installation** - The timing of installation of facilities will be determined by SPUCL.
- 7.5. Winter Construction** - If an applicant or Customer applies for Service which requires construction when, in SPUCL's opinion, frost conditions may exist, SPUCL may postpone the required construction until the frost conditions no longer exist.  
If SPUCL carries out the construction, the applicant or Customer will be required to pay all costs incurred due to the frost conditions.
- 7.6. Unusual Site Conditions** - If an applicant or Customer applies for Service that requires construction which, in SPUCL's opinion, involves site conditions that may affect its ability to complete the installation in a safe and cost effective manner, SPUCL may postpone the required construction until these conditions are remedied to SPUCL's satisfaction. If SPUCL carries out the construction, the applicant or Customer will be required to pay all costs incurred due to the unusual site conditions.

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- 7.7. Additional Connections** - If a Customer requests more than one Service connection to the Premises, SPUCL may install the additional Service Line, will charge the Customer the Application Fee and the cost of the additional installations and will bill all Gas consumed through the additional Service connection from a separate meter and account. Should the Customer request the discontinuance or disconnection of a second or multiple Service connection, all related costs shall be at the Customer's expense, and the Customer shall assume liability for any facilities which are not removed by SPUCL.
- 7.8. Customer Requested Change in Location** - Any change in the location of an existing Service Line shall be subject to SPUCL's approval in writing, and will be at the Customer's expense if the change is requested by the Customer or necessitated by the actions of the Customer.
- 7.9. Maintenance** - SPUCL will maintain the Service Line. SPUCL will charge the Customer with the cost of repairing the Service Line in the event the damage is caused other than by negligence of SPUCL or ordinary wear and tear.
- 7.10. Excavation Notice** -The Customer undertakes to advise SPUCL in advance of any excavation work to be conducted on the Premises and shall immediately advise of any damage occurring to the service installation.
- 7.11. Prohibition** - A Customer shall 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 SPUCL's policies.
- 7.12. Vegetation Management and Interference with the Utility's Facilities**
- (a) The Customer shall be responsible for managing vegetation on the property owned or controlled by the Customer so as to allow and permit easy access to the Utility's facilities. No Person shall obstruct or impede free and direct access to any service, gas main, gas valves, gas meter, remote reader, or other appurtenances of the Gas Works.
  - (b) Where a Customer fails to adhere to any part of Section 7.12 and fails to cure the cause of such default within fifteen (15) days after being notified in writing by the Utility, the Utility is authorized to remedy the cause of such default at the Customer's cost.
  - (c) Customer's shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures as well as those listed in Section 7.11, that could interfere with the proper and safe maintenance and operations of the Utility's facilities or result in non-compliance with applicable statues, regulations, standards and codes.

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## 8. Meter Sets & Metering

- 8.1 Installation** - In order to bill the Customer for Gas delivered, SPUCL will install one or more Meter Sets on the Customer's Premises. All Meter Sets will be located at locations designated by SPUCL on the Customer's Premises or elsewhere as may be approved by SPUCL.
- 8.2 Measurement** - The quantity of Gas delivered to the Premises will be metered using apparatus approved by Consumer and Corporate Affairs Canada or any other subsequent or successor government agency. 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.
- 8.1 Testing Meters** - If a Customer applies for the testing of a Meter Set and
- (a) the Meter Set is found to be recording incorrectly, the cost of removing and testing the meter will be borne by SPUCL subject to Section 14.4 (Responsibility for Meter Set), and
  - (b) if the testing indicates that the Meter Set is recording correctly, as defined by the Electricity and Gas Inspection Act, the Customer shall pay SPUCL for the cost of removing and testing the Meter Set as set out in the Standard Fees and Charges Schedule.
- 8.2 Defective Meter Set** - If a Meter Set ceases to register, SPUCL will estimate the volume of Gas delivered to the Customer according to the procedures set out in Section 11 (Back Billing).
- 8.3 Delivery Pressure** - The normal Delivery Pressure is 1.75 kPa. SPUCL may charge Customers who require Delivery Pressure at other than the normal Delivery Pressure the additional costs associated with providing other than the normal Delivery Pressure.
- 8.4 Temporary Service** - A Customer that has applied for Temporary Service must pay SPUCL in advance for the costs which SPUCL estimates it will incur in the installation and subsequent removal of metering facilities necessary to supply Gas to the Customer.
- 8.5 Customer Requested Meter Relocation or Modifications** - Any change in the location of a Meter Set or related equipment, or any modifications to the Meter Set, including automatic and/or remote meter reading shall be subject to SPUCL's approval in writing, and will be made at the expense of the Customer if the change or modification is requested by the Customer or necessitated by the actions of the Customer. If any of the changes to the Meter Set or related equipment require SPUCL to incur ongoing incremental operating and maintenance costs, SPUCL may recover these costs from the Customer through a monthly charge.

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- 8.6 Protection of Equipment** - The Customer shall take reasonable care of and protect all Meter Sets and related equipment on the Customer's Premises. This includes, but is not limited to protection from: water run off from roof or deck surfaces; accumulation or unloading of snow; and accidental damage from vehicles. The Customer's responsibility for expense, risk and liability with respect to all Meter Sets and related equipment is set out in Section 14.4 (Responsibility for Meter Set).
- 8.7 Installation of Safety Devices for Protection of Meters** – Where in the opinion of SPUCL's staff, safety devices need to be installed to protect a Meter Set from damage, the Customer shall install such safety devices within 30 days of SPUCL's written notice to do so. If the Customer does not perform the required work within this period, then SPUCL will make arrangements and invoice the Customer at SPUCL's Costs.
- 8.8 Notice to Remove Ice and Snow and Discontinuance of Service** – It is the Customer's responsibility to protect the Meter Set from ice and snow in accordance with government regulations, codes and SPUCL's policies. Should the Meter Set not be suitably protected from ice and snow, then:
- (a) should the Customer fail to comply with a notice by SPUCL to remove the ice or snow, SPUCL may arrange to have the work performed and will invoice the Customer at SPUCL's Costs, subject to a minimum charge for removal of materials which is set out in the Standard Fees and Charges Schedule, or
  - (b) should SPUCL determine that continued service is deemed to be dangerous, SPUCL will discontinue Service as provided under Section 13.2 (Discontinuance or Refusal Without Notice) until such time as the problem is rectified and the Meter Set is protected. If service is disconnected, then SPUCL will advise the Customer in person, via telephone or mail to the address on record.
- 8.9 Removal of Meter Set** – At the termination of a Service Agreement, SPUCL may disconnect or remove a Meter Set from the Premises if a new Customer is not expected to apply for Service at the Premises within a reasonable time.

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**9. Main Extensions**

- 9.1 System Expansion** - SPUCL may make extensions of its Gas distribution system in its discretion in accordance with system development requirements, financial considerations and such other factors, as SPUCL may deem appropriate.
- 9.2 Ownership** - All extensions of the Gas distribution system will remain the property of SPUCL.
- 9.3 Cost of Main Extensions** - The total costs of each main extension will include, without limitation
- (a) the full labour, material, financing and other costs paid by SPUCL necessary to serve the new Customers including Mains and any related facilities such as pressure reducing stations and pipelines;
  - (b) an appropriate allocation of SPUCL's overheads associated with the construction, financing and administration of the Main Extension;
  - (c) an allocation of any system improvement costs paid by SPUCL; and
  - (d) any applicable taxes paid by SPUCL.
- 9.4 Construction of Main Extension** - Any Main Extension will be constructed by SPUCL or by persons authorized by SPUCL. The location as well as the specifications for any Main Extension will be determined by SPUCL.
- 9.5 Costs Paid by Connecting Customers** - The total cost to SPUCL of any main extension will be paid by the Customers connecting at the time the Main Extension is built. SPUCL will collect contributions from all Customers connecting during the first 10 years after the Main Extension is built. As additional contributions are received from Customers connecting to the main extension, those Customers who had previously made contributions (or are continuing to make contributions under a financing arrangement) will be eligible for a refund (or reduction in contribution charges). At the end of the tenth year, all Customers will have paid an equal pro rata contribution, subject to adjustment for the relative size of Residential and Commercial Customers and the Customer's date of connection, after reconciliation and refunds.

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**9.6 Refund of Contributions** - A review will be performed annually, or more often at the Company's discretion, to determine if a refund (or reduction in charges) is payable to (by) Customers who have contributed (are contributing) to the extension.

If the review of contributions indicates that refunds are due,

- (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 to \$100 or more, or until the end of the ten-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 amount of the contributions received after the Main Extension is built; or
- (e) if, after making all reasonable efforts, SPUCL 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.

**9.7 Extensions to Main Extensions** - When a Main Extension is attached to an existing contributory Main Extension within the ten-year contributory period for the existing extension, the new extension will be evaluated to determine whether a contribution is required to the existing main extension. Where such contribution is deemed by SPUCL to be equitable, and does not result in an uneconomic penalty to the new extension, a prorated portion of the total contribution for the existing contributory extension will be assigned to the new extension on the basis of 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 (or a reduction in charges) to the contributing Customers on the existing extension.

**9.8 Security** - In those situations where the financial viability of a Main Extension is uncertain, SPUCL may require a security deposit in the form of cash or an equivalent form of security acceptable to SPUCL.

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## **Billing**

### **10. Billing**

- 10.1 Basis for Billing** - SPUCCL will bill the Customer in accordance with the Rate Group under which the Customer is provided Service, and the fees and charges contained in the General Terms and Conditions. The Customer shall promptly inform SPUCCL of any and all changes to its billing address, including any changes to other personal information such as telephone and fax numbers.
- 10.2 Taxes** - All rates, fees and charges are subject to applicable federal, provincial and municipal taxes.
- 10.3 Meter Measurement** - SPUCCL will measure the quantity of Gas delivered to a Customer using a Meter Set and the starting point for measuring delivered quantities during each billing period will be the finishing point of the preceding billing period.
- 10.4 Estimates** - For billing purposes, SPUCCL may estimate the Customer's meter readings if, for any reason, SPUCCL does not obtain a meter reading.
- 10.5 Estimated Final Reading** - If a Service Agreement is terminated under Section 6.12 (Termination of a Service Agreement), SPUCCL may estimate the final meter reading for final billing.
- 10.6 Incorrect Register** - If any Meter Set has failed to measure the delivered quantity of Gas correctly, SPUCCL may estimate the meter reading for billing purposes, subject to Section 11 (Back-Billing).
- 10.7 Bills Issued** - SPUCCL may bill a Customer as often as SPUCCL considers necessary but generally will bill on a monthly or bimonthly basis.
- 10.8 Bill Due Dates** - The Customer shall pay SPUCCL's bill for Service on or before the due date shown on the bill which will be
- (a) the first business day after the twenty-first calendar day following the billing date, or
  - (b) such other period as may be agreed upon by the Customer and SPUCCL.

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**10.9 Responsibility for Payment** - Where the Customer is not the owner of the Premises and any bill is not paid as prescribed by these General Terms and Conditions,

- (a) the owner of the Premises shall be deemed to be the Person responsible for immediate payment of the delinquent account, or
- (b) where the owner of a property has changed as a result of a change in property title, it is the responsibility of the new owner to ensure that any outstanding bills against the property are paid before the transfer of the title to the purchaser or have been included in the Statement of Adjustments.

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By:



Pat A. Miller  
Manager, Utility Services  
SUN PEAKS UTILITIES CO., LTD.

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By: **Original signed by Robert J. Pellant**

Commission Secretary  
BRITISH COLUMBIA UTILITIES COMMISSION

**Commission Order No. G-5-01  
Effective Date: March 1, 1997**

## 11. Back Billing

**11.1 When Required** - SPUCL may, in the circumstances specified herein, charge, demand, collect or receive from its Customers in respect of a Service rendered there under a greater or lesser compensation than that specified in the subsisting schedule 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.

**11.2 Definition** - Back-billing means the re-billing by SPUCL for Services rendered to a Customer because the original billings are discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Customer or SPUCL, 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
- (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.

**11.3 Application of Act** - 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.

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**11.4 Billing Basis** - 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 SPUCL 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 SPUCL. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.

**11.5 Tampering/Fraud** - If there are reasonable grounds to believe that the Customer has tampered with or otherwise used SPUCL's Service in an unauthorized way, or there is evidence of fraud, theft or other criminal acts, or if a reasonable Customer should have known of the under-billing and failed to promptly bring it to the attention of SPUCL, 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 Sections 11.8 (Under-Billing) to 11.11 (Changes in Occupancy), below, do not apply.

In addition, the Customer is liable for the direct administrative costs incurred by SPUCL 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 SPUCL on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.

**11.6 Remediating Problem** - 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.

**11.7 Over-billing** - In every case of over-billing, SPUCL will refund to the Customer all money incorrectly collected for the duration of the error subject to a maximum period of twelve (12) months and subject to the applicable limitation period provided by law. Simple interest, computed monthly at the short-term bank loan rate applicable to SPUCL, will be paid to the Customer.

**11.8 Under-billing** - Subject to Section 11.5 (Tampering/Fraud), above, in every case of under-billing, SPUCL will back-bill the Customer for the shorter of

- (a) the duration of the error; or
- (b) twelve months for Residential or Commercial Service.

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- 11.9 Terms of Repayment** - Subject to Section 11.5 (Tampering/Fraud), above, in all cases of under-billing, SPUCL 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.
- 11.10 Disputed Back-bills** - Subject to Section 11.5 (Tampering/Fraud), 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, SPUCL 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 SPUCL may threaten or cause the discontinuance of Service if such undisputed portion of the bill is not paid.
- 11.11 Changes in Occupancy** - Subject to Section 11.5 (Tampering/Fraud) above, SPUCL will make a reasonable attempt to locate the former Customer when back-billing, in all instances where changes of occupancy have occurred. If, after a period of one Year, such Customer cannot be located, the applicable over or under billing will be cancelled.

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## 12. Administration Charges

- 12.1 Administration on Services** – SPUCCL will include a reasonable allowance for SPUCCL’s overhead in the charges specified in the Standard Fees and Charges Schedule for new service installations and other services. If SPUCCL experiences additional or unusual administration costs in providing any service, SPUCCL will add those administration costs to its charges or adjust its allowance for overhead to reflect its additional costs.
- 12.2 Returned Cheque Charge** - If a cheque received by SPUCCL from a Customer in payment of a bill is not honoured by the Customer’s financial institution for any reason, SPUCCL will include a charge specified in the Standard Fees and Charges Schedule in the next bill to the Customer for processing the returned cheque whether or not the Service has been disconnected.
- 12.3 Late Payment Charge** - If the amount due for Service, Service Related Charges or Other Service Charges on any bill has not been received in full by SPUCCL or by an agent acting on behalf of SPUCCL on or before the due date specified on the bill, SPUCCL will include in the next bill to the Customer the late payment charge specified in the Standard Fees and Charges Schedule.
- 12.4 Delinquent Bill Collection Charges** - Any and all charges incurred in the collection of a delinquent gas bill shall be payable to SPUCCL in full by the Customer (or the spouse, employee, contractor, agent or partner of the same Customer) prior to the reconnection of Service to the Customer or related party.

Such charges shall include, but are not limited to, charges incurred through the use of any collection agencies, or other methods employed in retrieving delinquent payments.

- 12.5 Historical Billing Information** – Customers who request historical billing information will be charged the cost of processing and providing the information.

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## **Discontinuance of Service and Refusal of Service**

### **13. Discontinuance of Service and Refusal of Service**

**13.1. Discontinuance With Notice and Refusal Without Notice** - SPUCL may discontinue Service to a Customer with at least 48 hours written notice to the Customer or Customer's Premises, or may refuse Service for any of the following reasons:

- (a) the Customer has not fully paid SPUCL's bill with respect to Services on or before the due date,
- (b) the Customer or applicant has failed to pay any required security deposit, equivalent form of security, or post a guarantee or required increase in it by the specified date,
- (c) the Customer or applicant has failed to pay SPUCL's bill in respect of another Premises on or before the due date,
- (d) the Customer or applicant occupies the Premises with another occupant who has failed to pay SPUCL's bill, security deposit, or required increase in the security deposit in respect of an other Premises which was occupied by that occupant and the Customer at the same time,
- (e) a spouse, contractor, agent or partner of the Customer or applicant, who in SPUCL's determination is acting for or in conjunction with the Customer or applicant, and is in breach of the terms and conditions upon which Service is provided under their account with SPUCL,
- (f) the Customer or applicant is in receivership or bankruptcy, or operating under the protection of any insolvency legislation and has failed to pay any outstanding bills to SPUCL,
- (g) inability of SPUCL to gain admittance to the Premises to read the meter for a period of three (3) consecutive months, or
- (h) the land or portion thereof on which SPUCL's facilities are, or are proposed to be, located contains contamination which SPUCL, acting reasonably, determines has adversely affected or has the potential to adversely effect SPUCL's facilities, or the health or safety of its workers or which may cause SPUCL to assume liability for clean up and other costs associated with the contamination.

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If SPUCL, acting reasonably, determines that contamination is present it is the obligation of the occupant of the land to satisfy SPUCL that the contamination does not have the potential to adversely affect SPUCL or its workers. For the purposes of this Section, "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 British Columbia Ministry of Environment, Lands and Parks or as prescribed by present and future laws, rules, regulations and orders of any other legislative body, governmental agency or duly constituted authority now or hereafter having jurisdiction over the environment.

**13.2. Discontinuance or Refusal Without Notice** - SPUCL may discontinue without notice or refuse the supply of Gas or Service to a Customer for any of the following reasons:

- (a) the Customer has failed to apply for Service,
- (b) the Customer or applicant has failed to provide reference information and identification acceptable to SPUCL, when applying for Service or at any subsequent time on request by SPUCL,
- (c) the Customer has defective pipe, appliances, or Gas fittings in the Premises,
- (d) the Customer uses Gas or has requested the supplying of gas in such a manner as in SPUCL's opinion may lead to a dangerous situation.
- (e) the Customer fails to make modifications or additions to the Customer's equipment which have been required by SPUCL, or fails to protect SPUCL's Meter Set from ice or snow, in order to prevent the danger described under paragraphs (c) and (d),
- (f) in the event of fire, flood, explosion, or other emergency in order to safeguard persons, or property against the possibility of injury or damage;
- (g) the Customer breaches any of the terms and conditions upon which Service is provided to the Customer by SPUCL,
- (h) the Customer fraudulently misrepresents to SPUCL its use of Gas or the volume delivered,
- (i) the Customer vacates the Premises,
- (j) the Customer's Service Agreement is terminated for any reason,

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- (k) the Customer stops consuming Gas on the Premises,
- (l) necessary repairs to SPUCL's system, or
- (m) failure, temporary or permanent, of the availability of gas.

**13.3. Reconnection** - Until the reconnection charges as described in Section 4.3 (Reconnection Charges) together within any other indebtedness by the Customer to SPUCL are paid, SPUCL may, at its discretion, refuse to reconnect the Gas Service or to supply Gas.

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## **Liability and Indemnity Provisions**

### **14. Limitations on Liability**

**14.1 Responsibility for Delivery of Gas** - SPUCL, its employees, contractors or agents are not responsible or liable for any loss, damage, costs or injury (including death) incurred by any Customer or any Person claiming by or through the Customer caused by or resulting from, directly or indirectly, installation, presence, maintenance and operation of the Gas Service or any discontinuance, suspension or interruption of, or failure or defect in the supply or delivery of, or refusal to supply, or deliver Gas, or provide Service, unless the loss, damage, costs or injury (including death) is directly attributable to the gross negligence or willful misconduct of SPUCL, its employees, contractors or agents, provided however that SPUCL, its employees, contractors and agents are not responsible or liable for any loss of profit, loss of revenues, consequential damanger or economic loss even if the loss is directly attributable to the gross negligence or willful misconduct of SPUCL, its employees, contractors or agents.

**14.2 Responsibility after Delivery Point** - 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.

**14.3 Responsibility Before Delivery Point** - The Customer is responsible for all expense, risk and liability with respect to

- (a) the use or presence of Gas before it passes the Delivery Point in the Customer's Premises, and
- (b) SPUCL-owned facilities serving the Customer's Premises

if any loss or damage is caused, or contributed to, by any act or omission of the Customer or a Person for whom the Customer is responsible.

**14.4 Responsibility for Meter Set** - The Customer is responsible for all expense, risk and liability with respect to all Meter Sets or related equipment at the Customer's Premises unless any loss or damage is

- (a) directly attributable to the negligence of SPUCL, its employees, contractors or agents, or
- (b) caused by or resulting from a defect in the equipment. The Customer shall prove that negligence or defect.

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**14.5 Customer Indemnification** - The Customer will indemnify and hold harmless SPUCL, 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 SPUCL's facilities.

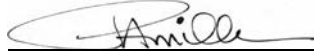
**14.6 Force Majeure** - Notwithstanding any other term or condition contained herein, neither party shall be liable to the other for failure to carry out its obligations hereunder when such failure is caused by force majeure as hereinafter defined. The term force majeure means civil disturbance, industrial disturbances (including strikes and lockouts), arrests and restraints of rulers or people, interruptions by government or court orders, present or future valid orders of any regulatory body having proper jurisdiction, acts of public enemy, wars, riots, blockades, insurrections, failure or inability to secure materials, permits or labours by reason or priority regulations, or orders of government, serious epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or lines of pipes, or pipelines, temporary failure of gas supply, an act or omission (including failure to deliver gas) of supply of gas to the SPUCL, or any other causes or circumstances to the extent such cause or circumstance was beyond the control of and occurred without negligence on the part of the party prevented from carrying out its obligations by the act of force majeure.

Any causes or contingencies which entitle a party to claim force majeure shall not relieve it from liability in the event of its concurring negligence, or in the event of its failure to use due diligence to remedy the situation or remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes and contingencies affecting the performance of the obligations hereunder relieve either party from the obligation to make payments of amounts then due or thereafter accruing due hereunder. It is understood and agreed that the settlement of strikes or lockouts shall be entirely at the discretion of the party affected.

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**Miscellaneous Provisions**

**15. Promotions and Incentives**

- 15.1 **Promotion of Gas Appliances** - SPUCL may promote, sell, rent, lease, or finance Gas appliances and related accessories and services on a cash or finance plan basis and make reasonable charges for these Services.
- 15.2 **Promotion of Customer Attachments** - SPUCL may finance the cost of connecting Customers to the Gas system on a cash or finance plan basis and make reasonable charges for these Services.

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## 16. Miscellaneous Provisions

- 16.1 Taxes** - The rates and charges specified in the applicable Table of Charges do not include any local, provincial or federal taxes, assessments or levies imposed by any competent taxing authorities which SPUCL may be lawfully authorized or required to add to its normal rates and charges or to collect from or charge to the Customer.
- 16.2 Conflicting Terms and Conditions** - Where anything in these General Terms and Conditions conflicts with special terms or conditions specified under a Service Agreement, then the terms or conditions specified under the Service Agreement govern.
- 16.3 Headings** - The headings of the Sections set forth in these General Terms and Conditions are for convenience of reference only and will not be considered in any interpretation of the General Terms and Conditions.
- 16.4 Utilities Act to Prevail** - The provisions of the BCUC Act, as amended from time to time, are declared to be incorporated in and to form part of these General Terms and Conditions. In the event of contradiction, inconsistency or ambiguity, the provisions of the said Statute shall prevail.
- 16.5 Authority of Agents of SPUCL** - No employee, contractor or agent of SPUCL has authority to make any promise, agreement or representation not incorporated in these General Terms and Conditions or in a Service Agreement, and any such unauthorized promise, agreement or representation is not binding on SPUCL.
- 16.6 Additions, Alterations and Amendments** - These General Terms and Conditions, including all rates, fees and charges, contained herein may, with the approval of the British Columbia Utilities Commission, be added to, cancelled, altered or amended by SPUCL from time to time.
- 16.7 Ownership of Equipment** - The title to all Service Lines, meters, regulators, attachments and equipment placed on the Customer's Premise shall remain with SPUCL, with right of removal, and no charge shall be made by the Customer for use of Premises occupied thereby or for providing access to SPUCL's facilities. This paragraph shall not apply to appliances or other goods sold directly to the Customer by SPUCL.
- 16.8 Change of Ownership of Premises** - It is the responsibility of the Customer to ensure that outstanding Gas bills against the Premises are paid before a transfer of title to a new owner. It is similarly the responsibility of a new owner to ensure any outstanding obligations of the Customer are included in the statement of adjustments.

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**16.9 Services Provided at No Charge** - The company shall provide the following services at no additional costs to the Customer:

- (a) locate mains or service lines to prevent damage to underground facilities as long as a minimum of two (2) business days notice is given. If less notice is given, then SPUCL, at its discretion may charge a fee in accordance with the Standard Fees and Charges Schedule,
- (b) respond to gas odour, leak, fume, and no-heat calls, provided the Customer has made repairs to performed any maintenance which SPUCL advised was required during a previous response or inspection,
- (c) any preventative maintenance service which in SPUCL's opinion is required to ensure public and SPUCL's safety and the maintenance of SPUCL's equipment, but not including any parts or labour used to repair Customer's equipment.

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**Reserved for Future Use**

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**Appendix A - Reserved for Future Use**

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