
APPENDIX 4**CU WATER LIMITED
An ATCO Company****TERMS AND CONDITIONS OF SERVICE****1. INTRODUCTION**

- 1.1 These Terms and Conditions of Service (hereinafter referred to as the “T&C”) have been filed with the Alberta Energy and Utilities Board (hereinafter referred to as the “Board”) and may not be changed without the approval of the Board. Notice of any application to change the T&C will be given in such manner as the Board from time to time directs.
- 1.2 The T&C are referred to in the water rates attached hereto as Schedule “B” (hereinafter referred to as the “Water Rates”) of CU Water Limited (hereinafter referred to as the “Company”), and form part of the Water Rates and apply to the Company and to every Customer supplied with water service by the Company in the Province of Alberta, except as may be varied by agreement and approved by the Board.

2. DEFINITIONS

- 2.1 The following words or terms when used in the T&C, the Water Rates, or in an application, contract or agreement for water service shall, unless the context otherwise requires, have the meanings given below:
- (a) “APPLICANT” means a person, firm, partnership, corporation or organization who or which makes an application;
 - (b) “BILLS” means the bills forwarded to a Customer containing the amounts owed by the Customer to the Company for water services provided to the Customer by the Company from time to time;

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- (c) “CONTRACT FOR SERVICE” means the contract entered into between the Customer and Company specifying the terms of service regarding the supply of water by the Company to the Customer;
 - (d) “CUSTOMER” means a person, firm, partnership, corporation or organization who or which purchases water service from the Company;
 - (e) “FORCE MAJEURE” means any cause not in the control of the Company, including without limitation, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment and failure of supply of water.
 - (f) “LOAD” means the amount of water delivered in litres/second or required at any specific point or points in a system;
 - (g) “METER” means a meter device used to measure the flow of water supplied by the Company to a Customer;
 - (h) “POINT OF DELIVERY” means, unless otherwise specified in a Contract for Service, the outlet side of the curb stop;
 - (i) “RATE” means the water rates specified in the Water Rates; and
 - (j) “SECURITY DEPOSIT” means an amount equal to thirty (30) percent of the estimated annual charge for water services supplied to the Customer by the Company.

3. GENERAL PROVISIONS

3.1 **T&C Prevail**

No employee, agent or representative of the Company has authority to make any representation or agreement on behalf of the Company which is inconsistent with the T&C, unless such agreement is approved by the Board.

3.2 **Ownership of Facilities**

Notwithstanding the payment by a Customer of any costs incurred by the Company, the Company shall install, maintain, and retain full title to all lines, equipment and apparatus on the upstream side of the Point of Delivery, and to all meters, metering equipment, and flow control equipment, provided and installed by the Company.

3.3 **Use of Water**

Unless otherwise specifically provided in a Contract for Service, piped water service is provided for a Customer's use only, for the purpose specified by such contract or by the Rate applicable to the service, provided pursuant to such contract, and a Customer shall not, without the prior written consent of the Company, sell or otherwise permit any other person to use such service nor shall a Customer extend the facilities connected to such service beyond the boundaries of the property owned or occupied by the Customer.

3.4 **Assignment of Contract**

A Contract of Service is not assignable by the Customer without the prior written consent of the Company, which consent shall not be unreasonably or arbitrarily withheld.

4. APPLICATION FOR AND CONDITIONS OF SERVICE

4.1 General Requirements

Each Applicant for water service may be required to sign a Contract for Service, and to supply information respecting Load, the manner in which water will be utilized and credit references.

4.2 Conditions of Service

Upon receipt of a Contract for Service, the Company shall notify the Applicant of any conditions, which must be satisfied before the Contract for service can be accepted and service commenced. Upon acceptance of the application or Contract for Service the Company shall designate the Rate which will apply to the Applicant's service requirements. The Company may reject Contracts for service if other than standard conditions are sought by the Applicant, if facilities are not available to provide safe and adequate service, or if the Applicant cannot establish satisfactory credit.

4.3 Rate and T&C Apply

Whether or not a Customer has signed a Contract for Service, the Rate applicable to the service supplied by the Company and the T&C shall apply to such Customer.

4.4 Application of Rate

Subject to any Contract for Service executed by a Customer, a Customer may elect to take service under any rate, which is, by its terms, applicable to such Customer's service requirements. The Company will endeavor to apply such Rate, applicable by its terms to such Customer, which is the most favorable to the Customer under the conditions of service specified by the Customer's Contract for Service; provided that if such Rate requires a further contract therefor, such Rate shall not be applicable until the Customer has executed such contract.

If there is more than one Rate applicable to the Customer, such Customer may request that any of such other applicable Rates be substituted for the

Rate being applied to such Customer. Such substitution shall become effective in the next billing period following the billing period in which the substitution was requested. Such Customer will not, unless its load changes, be granted a further substitution until the expiration of the twelfth billing period under the Current Rate. Any Rate substitution which occurs pursuant to Section 4.4 of this T&C shall be subject to any further Contract for Service executed between the Customer and the Company.

4.5 Security Deposit

- (a) Customers unable to establish credit rating satisfactory to the Company, and Customers whose water service has been disconnected by reason of non-payment of charges, are required to provide a guarantee of payment in the form of a Security Deposit.
- (b) Interest on each Customer's Security Deposit held by the Company shall be calculated at the rate specified from time to time pursuant to the Residential Tenancies Act, for security deposits and such interest shall be credited to the account of that Customer annually.
- (c) Upon termination of water service to a Customer, that Customer's Security Deposit, if any, together with any interest thereon which has not been credited to him as aforesaid, less any amount then owing by him to the Company, shall be refunded to the Customer.

4.6 Extension of Service

The Company shall, in accordance with the T&C, extend its facilities for the purpose of providing permanent service to an Applicant who qualifies for service hereunder if the following conditions, or such of them as are applicable, are satisfied:

- (a) The Applicant pays a connection contribution towards the installation of the main and primary service line up to and including the curb stop at the boundary of the Applicant's property which abuts the street or right of way in which the Company's main is situated. The connection

contribution shall be the “Minimum Rural Connection Contribution” as set out in Schedule “B” or such additional amount as determined by the Company where the cost of servicing an individual Customer is in excess of the average cost of servicing Customers in the area.

- (b) The Applicant shall install its own secondary service line from the outlet side of the curb stop at the boundary of the Applicant’s property which abuts the street or right of way in which the Company’s distribution main is or will be situated to the Applicant’s premises. Such secondary service lines installed by the Applicant may be subject to inspection and approval by the Company prior to commencement of service.

4.7 Temporary Service

Any Applicant who desires service which the Company believes will not be permanent shall pay to the Company, in advance, unless otherwise agreed upon by the Company, the Company’s estimated costs, including capital costs, of installation and removal of facilities, less any estimated salvage value thereof.

4.8 Reconnection

Upon any reason for discontinuance of service having been remedied, the Company shall reconnect and continue the service previously disconnected upon payment of:

- (a) any amount owing to the Company in respect thereof;
- (b) the applicable reconnection fee set out in Schedule “A” of the T&C;
and
- (c) the security deposit, if any, required by Section 4.5(a) of the T&C.

5. RIGHTS OF WAY AND ACCESS TO FACILITIES**5.1 Easements**

An Applicant for service shall grant or cause to be granted to the company, without cost to the Company, such easements or rights of way in and upon the property owned or controlled by the Applicant as the Company reasonably requires for its water lines including extensions thereof, and other facilities necessary or incidental to the supply of service from such water lines and extensions thereof.

5.2 Right of Entry

The Company shall have the right through its employees or agents to enter upon the premises of the Customer at all reasonable times for the purpose of installing, maintaining and removing facilities, reading, inspecting, repairing or removing metering devices the Company, and for all other purposes incident to the supplying or discontinuance of water service.

5.3 Interference with Company's Facilities

The Customer shall not, without the express written consent of the Company, erect, install or place, or permit or allow to be erected, installed or placed any structure or improvement, other than landscaping excluding trees and bushes, over any water pipelines or in such proximity thereto as to interfere with the maintenance thereof. The Company shall not be liable for any damage to any structure or improvement erected, installed or placed in contravention of these T&C resulting from the maintenance of such water pipeline.

The Customer shall not connect or cause to be connected, any other source of water or equipment that may contaminate the Company's water supply system.

6. METERS

6.1 Installation and Maintenance

The Company shall provide, install, and maintain all control devices and Meters required by the Company for measuring and controlling the flow of water supplied to each Customer. Wherever practical, Meters shall be installed on the inside of the Customer's premises and the location of any Meter shall be subject to the reasonable approval of the Company so as to permit safe and convenient access.

6.2 Relocation

In any case in which the Company is requested to disconnect or relocate any of its facilities, including without limitation, any control devices, and Meters, the person requesting such disconnection, relocation or installation shall pay the costs for so doing, and shall, if requested by the Company, pay the same in advance of the Company undertaking such disconnection, relocation or installation. Any such disconnection, relocation or installation shall be subject to the provisions of the T&C. The Company reserves the right, at its expense, to relocate its control devices or Meters for its operating convenience.

6.3 Meter Tests and Adjustments

- (a) A Meter may be inspected by the Company at any reasonable time, and shall be inspected upon the written request of the Customer provided such request is accompanied by the Company's Meter handling fee as set out in Schedule "A" of the T&C.
- (b) Meters will be tested and/or calibrated. If the Meter in question is found to be accurate within one and one half percent (1.5%), no adjustment shall be made to billings based upon readings of such Meter.
- (c) If the test of the Meter discloses that it is not accurate within the aforesaid limits, then any Meter handling and testing fees paid by the

Customer shall be refunded to him and the billings to such Customer based upon readings of such Meter shall be adjusted to fully take into account such error. Unless an examination of past Meter readings or other information discloses the time at which such error commenced, then such error shall be deemed to have commenced three months prior to such testing of the Meter or from the date upon which the Meter was installed, whichever is the lesser.

- (d) If any appliance of a Customer connected to the Company's facilities used to provide water service prevents or impedes the Meter from accurately recording the total amount of water supplied by the Company, the Company may forthwith disconnect its water service to the Customers, or disconnect such appliance from its water service and shall, in either case, estimate the amount of water consumed and not registered, as accurately as it is able to do so, which amount of water shall be forthwith paid for by the Customer together with any costs incurred by the Company in disconnecting such service, or appliance as the case may be.

7. ACCOUNTS AND BILLINGS

7.1 Time of Meter Reading and Billing

- (a) The Company shall keep an accurate record of all Meter readings for the purpose of billing for the water services provided by the Company to the Customer.
- (b) Meters shall be read by the Company or its authorized agent, monthly and bimonthly or at such other intervals as are reasonable and practicable under the circumstances.
- (c) Bills shall be rendered monthly based upon Meter readings or estimates as the case may be, provided that if the billing for any one or more billing periods is based upon an estimate, the same shall be adjusted in the next billing based upon a Meter reading. The

Company will use reasonable efforts to read Meters within five days of the same date in each billing period in which Bills are rendered upon the basis of Meter readings.

- (d) Failure of a Customer to receive a Bill shall not release the Customer from its obligation to pay the same.
- (e) If there is a discrepancy between the mounted meter index and the remote meter index, the mounted meter index reading will be deemed to be correct.

7.2 Terms of Payment

Bills for water service provided to the Customer by the Company are due upon receipt and payable not later than the day shown upon such Bill as the “due date”. The Company shall not earlier than fifteen (15) days from such due date, but subject always to Section 13 of the T&C, exercise its right to discontinue service to that Customer by reason of non-payment of such Bill.

7.3 Overdue Accounts

Any amount owing for any water service provided to the Customer by the Company in a billing period and not paid by the due date shown of the Bill shall be subject to a late payment charge in accordance with Schedule “A” attached hereto.

7.4 Dishonored Cheques

In addition to any late payment charged owed by the Customer pursuant to Section 7.3 of the T&C, a Customer whose cheque is dishonored shall pay the charge thereof set out in Schedule “A” attached hereto.

7.5 Novelty Payment Methods

The Company may refuse to accept payment from a Customer for a Bill when such payment is drawn on a form other than a bank cheque form. If the Company accepts a payment by cheque drawn on any other form, the

customer shall be liable for and shall pay to the Company all charged and costs incurred to process the cheque.

The company follows the Bank of Canada rules and regulations of currency acceptance limitations.

8. LOAD CHANGES

8.1 Notice by Customer

A Customer shall give to the Company reasonable written notice of any change in its Load requirements in order to permit the Company to determine whether or not the Company can supply such Load without changes to its facilities, equipment or system. Notwithstanding any other provision of the T&C, the Company shall not be obligated to supply to any Customer any Load in excess of that Load agreed to by the Company.

8.2 Responsibility for Damage

A Customer shall be responsible for and pay for all damage caused to any of the Company's facilities as a result of that Customer changing its Load without the permission of the Company.

8.3 Changes to Facilities

If a change in a Customer's load would require changes to any of the Company's facilities, that Customer may be required to pay the Company's costs of such changes other than those costs which the Company would have borne upon accepting an application to service an increased Load in the first instance. Notwithstanding anything to the contrary contained herein, such Customer shall pay the Company's capital costs, less depreciation, of the Company's existing facilities, together with the estimated costs of removing the same less the estimated salvage value, if any, thereof.

8.4 Applicable Rule

Upon the Company receiving notice from a Customer of, or becoming aware of, a change in Customer's Load, then subject to any Contract for Service

executed by the Customer, that Company shall apply to the Customer whichever Rate is appropriate to such Load, together with any provisions applicable to such Rate.

9. SERVICE CALLS

9.1 Interruption of Service

If any employee of the Company attends at a Customer's premises at the request of that Customer, and it is ascertained that an interruption of service has been caused by that Customer's own facilities, the Company may require that Customer to pay its actual costs arising from that employee's attendance.

10. COMPANY RESPONSIBILITY AND LIABILITY

10.1 Uninterrupted Service Not Guaranteed

The Company will use reasonable efforts to maintain, but does not guarantee, uninterrupted water service to its Customers. The Company shall have the right to interrupt water service for the purpose of making repair or improvements to its water system, including without limitation any of its facilities, but will if practicable, use reasonable efforts to give prior notice to those Customers whose water service will be interrupted, and the Company will use reasonable efforts to ensure that such interruption is as short in duration, and occurs at times least inconvenient to such Customers, as the circumstances permit.

10.2 Disclaimer of Loss

Notwithstanding anything to the contrary contained in the T&C, neither the Company, any regional water services commissions, including without limitation The Highway 14 Regional Water Services Commission, or any municipality or county, including without limitation Strathcona County, shall be liable, either directly or indirectly, by way of indemnity or otherwise, to the Customer, whether in contract, in tort (including negligence and strict liability), under warranty or otherwise for any loss of revenue, loss of profits, or any other consequential, special, indirect, incidental or economic loss whatsoever arising in connection with the provision of water service by the Company to the Customer.

10.3 “Force Majeure”

Should the Company be rendered unable wholly or in part by Force Majeure to carry out its obligations to supply water, the Company’s obligations so far as they are affected by Force Majeure shall be suspended during the continuation of any inability so caused, but for no longer period and such cause shall, as far as is possible, be remedied with all reasonable dispatch. The Company shall, where practicable, give notice of the occurrence of such Force Majeure to its Customers affected thereby.

11. CUSTOMER RESPONSIBILITY AND LIABILITY**11.1 Permit**

Prior to the commencement of supply to a new, altered or relocated Point of Delivery, the Customer shall provide any permit required by the by-laws of the municipality in which the Point of Delivery is situated, and shall maintain its water piping and equipment in accordance with such by-laws.

11.2 Customer to Indemnify and Hold Harmless

The Customer shall be solely responsible for the installation, condition and maintenance of all piping, equipment, and apparatus on the Customer’s side of the Point of Delivery, and the Customer shall indemnify and save harmless the Company from and against any claim or demand for injury to person or

damage to property arising out of or in any way connected with piping, equipment and apparatus on the Customer's side of the Point of Delivery and the use made by the Customer of water supplied to it by the Company, so long as such injury or damage is not caused by the negligence of the Company.

11.3 Responsibility for Negligence

The Customer shall be responsible for and shall pay for any damage to any property of the Company upon the Customer's premises caused by the negligence of the Customer or of anyone permitted by it to be on its premises, and shall indemnify and save harmless the Company from and against any claim or demand for injury to person or damage to such property arising out of or in any way connected with such damage to such property of the Company.

12. TERMINATION BY CUSTOMER

12.1 Notice of Termination

Unless precluded by the Contract for Service from so doing, the Customer may, at any time, give to the Company five working days notice of its desire to have the water service supplied to it by the Company terminated. Upon receipt of such notice, the Company shall, and if possible at such time as is requested by the Customer, read the Meter attached to such service, and that Customer shall pay the Company for all service supplied by the Company up to such reading.

13. TERMINATION BY COMPANY

13.1 Notice of Termination by Company

If a Customer violates any of the T&C, or tampers with any service piping, Meter, regulator or any other facility of the Company or permits its service piping, or equipment connected thereto to become, in the opinion of the Company, hazardous, or neglects to pay the charges for water service due to

the Company at any time fixed for the payment thereof, hereunder or under any Contract for Service, or violates the provision of any Contract for Service or Rate applicable to him, or increases its Load without the permission of the Company, or makes fraudulent use of the Company's water service, the Company, or anyone acting under its authority, may without prejudice to any other right or remedy which it may have against the Customer, on giving forty-eight (48) hours notice to the Customer, disconnect the water service provided by the Company to such Customer from its system. Notwithstanding the foregoing, if, in the opinion of the Company, the condition of the Customer's service piping or equipment attached thereto is so hazardous as not to safely permit the giving of notice, no notice shall be required. The Customer shall, notwithstanding the discontinuance of such water service, be liable for pay to the Company all charges for such water service supplied up to the time of such discontinuance.

SCHEDULE “A”

1.	Reconnection Fee	- Residential	\$50.00
		- Non-Residential	Actual Cost
2.	Meter Handling Fee	- Residential	\$30.00
		- Non-Residential	Actual Cost
		- Testing	\$100.00
3.	Dishonored Cheques		\$10.00
4.	Late Payment Charge		

When accounts are not paid in full on or before the date due, that amount relating to the current month's charge unpaid by the due date shall be increased by 5% and such increased amount shall become due and payable by the Customer the day immediately following such due date. Such increase shall be in addition to the amount due pursuant to such account.