Updated terms and conditions of service

1. In Decision 24295-D02-2020,1 Salt Box Coulee Water Supply Company Ltd.’s 2020 final rate application, the Alberta Utilities Commission approved the terms and conditions of service (T&Cs) that apply to residential customers in the Deer Springs and Sandstone Ranch subdivisions.

2. In paragraph 237 of Decision 24295-D02-2020, the Commission was concerned there were no definitions for the terms “service connections” and “facilities,” even though these terms were referenced in the T&Cs. The Commission issued a direction regarding the definitions to be added to the T&Cs. In addition, the Commission directed that a separate document, the “water utility service application,” be filed so that it could be included in the T&Cs.

3. The Commission’s specific directions were as follows:

8. The Commission directs Salt Box and the Water Task Force to submit proposed definitions for “Service Connection” and “Facilities” as a post-disposition document for the Commission’s consideration by September 1, 2020. Once the Commission has decided on approved definitions, it will add them to the T&Cs approved in this decision and issue an updated set of T&Cs.

9. Several parties commented that “Schedule A,” the water utility service application, was not included by Salt Box when it filed its proposed T&Cs. The Commission considers that the water utility service application in “Schedule A” which forms part of the T&Cs should be included in the approved T&Cs. The Commission directs Salt Box to file the water utility service application document with the Commission as a post-disposition document in Proceeding 24295 on or before September 1, 2020.

4. In response to the Commission’s directions, Salt Box submitted the following definitions:

Definition of Service Connection:

The Service connection is where Windmill’s [Windmill Water Co-op] line ties in with Saltbox water distribution line.

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Definition of Facilities:

Windmill owns its own facilities after the connection point with Saltbox distribution line. The Windmill line connects to Saltbox distribution line. The Windmill line distributes water to Windmill Coop homes.⁴

5. To comply with Direction 9, Salt Box submitted its water utility service application.³

6. On September 13, 2020, Mr. David McColl, a customer, filed updated general T&Cs of service, which included the following definitions for service connection and facilities:

   Definition of Service Connection:
   … means the point where the service valve is located within the Company’s right of way at which point the Mainline System would normally, but not always, exit and directly interconnect to the Service Address.

   Definition of Facilities:
   … means the physical buildings, pipelines, and associated equipment used by Saltbox in the supply of water to its customers.

7. In considering the definition for “Service Connection” as provided by Mr. McColl, the Commission notes that the word “point” was removed from the defined term of “Service Connection” as originally included in the definition of “Point of Delivery” or “Service Connection Point” in Decision 24295-D02-2020.

8. The definition for “Service Connection” provided by both Salt Box and Mr. McColl enumerates the concept of where Salt Box’s distribution system and customer’s systems interconnect. The Commission considers this was accurately captured by the terms “Point of Delivery” or “Service Connection Point” as originally approved. The Commission finds that the definition for “Service Connection” should refer to the extension from Salt Box’s mainline or distribution line to the “Point of Delivery.” The Commission has added this definition into the T&Cs, and has added the word “Point” back into the defined terms of “Point of Delivery” or “Service Connection Point.”

9. Each of the definitions of “Facilities” provided by Salt Box and Mr. McColl both refer to facilities used to supply water. However, the definition for “facilities” as proposed by Salt Box refers to Windmill Water Co-op.⁴ Given that these T&Cs apply to residential customers in the Deer Springs and Sandstone Ranch subdivisions, the Commission finds that the definition for

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³ Post-disposition documentation filed on Proceeding 24295, “Application for Service as requested to be filed,” September 1, 2020.
⁴ The Commission approved Windmill Water Co-op’s T&Cs of service in paragraph 207 of Decision 24295-D02-2020.
“Facilities” as provided by Mr. McColl correctly focus on Salt Box’s residential customers, to whom these T&Cs apply.

10. The Commission notes these T&Cs do not apply to customers of Windmill Water Co-op, and finds the definition of “Facilities” supplied by Mr. McColl and the revision to the term “Service Connection Point” and the definition of “Service Connection” as revised by the Commission reflect the facilities and service connections for residential customers.

11. Given these considerations, the Commission accepts the T&Cs attached to this disposition letter as Appendix 1 as the T&Cs governing the relationship between Salt Box and its residential customers located in Deer Springs and Sandstone Ranch subdivisions.

12. In Section 11.2.2 of Decision 24295-D02-2020, the Commission also approved other changes to the definitions and the deletion of Section 2.2 of the T&Cs. The attached T&Cs are now complete and reflect the Commission approvals in Decision 24295-D02-2020 and the definitions approved in this disposition letter.

13. The Commission may, within 30 days of the date of this disposition and without notice, correct typographical, spelling and calculation errors and other similar types of errors and post the corrected disposition on its website.

14. Should you have any questions, please contact Chris Burt by email at chris.burt@auc.ab.ca.

Yours truly,

(original signed by)

Neil Jamieson
Commission Member

Appendix 1 – Residential terms and conditions of service

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5 Decision 24295-D02-2020, paragraphs 231 and 233.
Appendix 1 - Residential terms and conditions of service

(consists of 23 pages)
# Table of Contents

1 INTRODUCTION TO TERMS AND CONDITIONS .................................................................................. 3
2 DEFINITIONS AND INTERPRETATIONS ......................................................................................... 3
   2.1 DEFINITIONS .......................................................................................................................... 3
   2.2 CONFLICTS ......................................................................................................................... 4
   2.3 EXTENDED MEANINGS ......................................................................................................... 4
   2.4 HEADINGS ............................................................................................................................ 4
3 GENERAL PROVISIONS .................................................................................................................. 5
   3.1 FUNDAMENTAL OBLIGATIONS OF THE COMPANY AND OF CUSTOMERS ................................................. 5
   3.2 FEES AND OTHER CHARGES ............................................................................................... 6
4 METHODS AND PROCEDURES FOR OBTAINING WATER SERVICES ........................................... 6
   4.1 REQUIREMENT FOR ACCOUNT AND OBLIGATION TO PAY .................................................... 6
   4.2 THE COMPANY’S REQUIREMENTS UPON A CUSTOMER’S APPLICATION FOR WATER SERVICES ................................................. 7
   4.3 SECURITY DEPOSITS .......................................................................................................... 7
   4.4 AUTHORIZATIONS AND APPROVALS FOR SERVICE CONNECTION ........................................... 8
   4.5 TEMPORARY SERVICE AND CONSTRUCTION SERVICE ....................................................... 8
   4.6 SCHEDULING FOR SERVICE CONNECTION ....................................................................... 9
   4.7 CUSTOMER TO NOTIFY THE COMPANY OF CHANGES ....................................................... 9
5 SERVICE REQUIREMENTS AND FACILITIES ............................................................................ 9
   5.1 PROTECTION OF THE COMPANY’S FACILITIES AND PROPERTY OF OTHER CUSTOMERS 9
6 EASEMENTS, RIGHTS-OF-WAY, AND USE OF AND ACCESS TO FACILITIES ................................ 9
   6.1 EASEMENTS AND RIGHTS-OF-WAY .................................................................................. 9
   6.2 RIGHT OF ENTRY ............................................................................................................... 10
   6.3 ACCESS TO WATERWORKS SYSTEM ............................................................................... 10
   6.4 CUSTOMER RESPONSIBILITY FOR USE OF FACILITIES .................................................. 10
7 WATERWORKS SYSTEM EXTENSIONS .................................................................................. 12
   7.1 ESTIMATED COST .............................................................................................................. 12
   7.2 AGREEMENT IN WRITING FOR WATERWORKS SYSTEM EXTENSION ................................ 12
   7.3 CUSTOMER PAYMENT FOR WATERWORKS SYSTEM EXTENSION COSTS .......................... 12
8 WATER SERVICE LINES AND SERVICE CONNECTIONS ......................................................... 12
   8.1 PHYSICAL, DESIGN AND ENGINEERING REQUIREMENTS FOR SERVICE CONNECTIONS ................................................. 12
   8.2 OPTIONAL FACILITIES .................................................................................................... 13
   8.3 TEMPORARY FACILITIES ............................................................................................... 13
   8.4 APPROPRIATE USE OF SERVICE CONNECTIONS AND FACILITIES .................................. 13
9 METERS ......................................................................................................................................... 14
   9.1 INSTALLATION OF METERS ............................................................................................. 14
   9.2 METER TESTING .............................................................................................................. 14
   9.3 CIRCUMVENTION OF METER ........................................................................................... 15
10 SERVICE DISCONNECTION AND RECONNECTION ................................................................................................. 15

10.1 DISCONNECTION AT CUSTOMER REQUEST .................................................................................................. 15
10.2 DISCONNECTION BY THE COMPANY .................................................................................................................. 15
10.3 RECONNECTION OF SERVICE ............................................................................................................................ 16
10.4 REMOVAL OF FACILITIES .................................................................................................................................. 16

11 GENERAL RESTRICTIONS AND PROHIBITIONS ............................................................................................... 16

12 LIABILITY AND INDEMNIFICATION ..................................................................................................................... 16

12.1 LIMITATION OF THE COMPANY LIABILITY ...................................................................................................... 16
12.2 RELEASE ................................................................................................................................................................. 17
12.3 CUSTOMER LIABILITY .......................................................................................................................................... 17

13 ADDITIONAL PROVISIONS RELATING TO SERVICES .......................................................................................... 18

13.1 OWNERSHIP OF FACILITIES ........................................................................................................................... 18
13.2 PROPER USE OF SERVICES ................................................................................................................................ 18
13.3 COMPLIANCE WITH APPLICABLE LEGAL AUTHORITIES ................................................................................. 18
13.4 INTERFERENCE WITH THE COMPANY’S PROPERTY ............................................................................................ 19
13.5 SERVICE INTERRUPTIONS AND THE COMPANY’S OBLIGATION TO RESPOND .................................................... 19
13.6 ASSIGNMENTS ....................................................................................................................................................... 20
13.7 NO WAIVER ............................................................................................................................................................. 20
13.8 LAW ........................................................................................................................................................................ 20

14 SCHEDULE A – WATER UTILITY SERVICE APPLICATION .................................................................................. 21

15 SCHEDULE B – PRICING SCHEDULE .................................................................................................................. 22
1 INTRODUCTION TO TERMS AND CONDITIONS

These Terms and Conditions as approved by the Commission apply to the Company and its relationship with all of its Customers.

Every Customer, by applying for or using a Service Connection or Water Services or other services of any kind provided by the Company under the authority of these Terms and Conditions, is deemed to have accepted these Terms and Conditions and is bound by and subject to them.

Unless otherwise agreed in writing by the Company and approved by the Commission, provision of Water Services or other services by the Company shall occur only in accordance with these Terms and Conditions.

Notice of any application to change the Terms and Conditions will be given in such manner as the Commission so directs.

2 DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions or in an application, contract or agreement for service under these Terms and Conditions, shall have the meanings set forth below

“Application for Service” means the Company’s standard form of contract in the form of Schedule “A” attached hereto and as filed with the Commission and in use by the Company from time to time.

“Commission” means the Alberta Utilities Commission.

“Company” means Saltbox Coulee Water Supply Company Ltd.

“Curb Stop Facilities” means all curb stop, corporation cock, rising stem valve, and box and line facilities downstream of the Point of Delivery installed by the Company at the Service Address.

“Customer” means the person or persons identified in the Application for Service and supplied with residential water service by the Company at the Service Address.

“Customer Facilities” or “Private Service Line” means all water pipeline and equipment at the Service Address installed and maintained by the Customer between the Curb Stop Facilities and the Metering Facilities.

“Facilities” means the physical buildings, pipelines, and associated equipment used by Saltbox in the supply of water to its customers.

“Mainline System” means all facilities, equipment and apparatus upstream of the Point of Delivery, including all water pipelines, water reservoirs, water treatment facilities and equipment installed and/or maintained by the Company.
“Metering Facilities” mean all water meters, valves, metering equipment, remote readout and flow control equipment and appurtenant metering facilities downstream of the Point of Delivery and installed at the Service Address.

“Optional Facilities” means those facilities, if any, requested by a Customer, that are in addition to those commonly provided by the Company.

“Point of Delivery” or “Service Connection Point” means the point where the service valve is located within the Company’s right of way at which point the Mainline System would normally, but not always, exit and directly interconnect to the Service Address.

“Price Schedule” or “Pricing Schedule” refers to the detailed prices provided under Schedule B of these Terms and Conditions.

“Service Address” means the address specified in the Application for Service and at which the Customer agrees to take water service from the Company downstream of the Point of Delivery.

“Service Connection” means the portion of a water service line from the Mainline System to the point of delivery.

“Temporary Facilities” means those facilities, if any, which may comprise Metering Facilities, Curb Stop Facilities, Optional Facilities, or additions to the Mainline System.

“Terms and Conditions” mean these terms and conditions of service, including the schedules attached hereto, as the same are filed with and amended and approved by the Commission from time to time.

“Water Services” means all services provided by the Company under these Terms and Conditions, including but not limited to provision of potable water to a Customer through a Service Connection.

“Waterworks System” means the Facilities and all associated real and personal property used by the Company to supply potable water to Customers.

2.2 Conflicts
- Intentionally removed -

2.3 Extended Meanings

In these Terms and Conditions, words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa. Words importing a person shall include a person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

2.4 Headings

The division of these Terms and Conditions into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.
3 GENERAL PROVISIONS

3.1 Fundamental Obligations of the Company and of Customers

(a) The Company will provide Water Services listed in the Price Schedule, at the fees, rates or other charges specified in the Price Schedule, and in accordance with these Terms and Conditions and with applicable Government regulations. All additional services provided by the Company to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the Company.

(b) Upon request of a Customer and upon fulfillment of all conditions set out in these Terms and Conditions, the Company will install and maintain a Service Connection to a Customer’s premises at the Point of Delivery. Unless an agreement between the Company and a Customer specifically provides otherwise:

(i) the Company shall be and remain the owner of the Water Service Line forming part of the Service Connection;

(ii) the Customer shall be and remain the owner of the Private Service Line downstream of the Service Connection Point;

(iii) the Company shall be and remain the owner of all water meters and other measuring and monitoring devices associated with the Service Connection, regardless of whether they are located upstream or downstream of the Service Connection Point.

(c) With the exception of Co-op Customers, all water services provided by the Company shall be provided solely for the Customers own use at the Service Address. No Customer shall permit any person to take water supplied to the Service Address to any other premises for the use of any other persons without the prior written consent of the Company. Failure to comply with this provision shall result in an addition Fixed Monthly Fee for each month the Customer has permitted the unauthorized removal of water.

(d) The general operating costs of maintaining the Waterworks System, are intended to be covered by the rates for Water Services set out in the Price Schedule. The Company will maintain the Waterworks System at no additional specific charge to any Customer for Water Services provided beyond the fees, rates and charges for Water Services set out in the Price Schedule, provided however that the cost of repairing or remediying any loss or damage to Facilities or other property that is caused by a Customer or other party for whom a Customer is responsible in law and that results in a judgment of a court in the Company’s favour, may at Company’s sole option (and in addition to any other legally available remedies) be added to a Customer’s Account as an additional amount due and payable by the Customer to the Company.

(e) When the Company performs a repair on its Facilities affecting a Customer’s property, the Company will make all reasonable efforts to return the property to its original or similar to original condition as soon as practicable after the repair is completed.
(f) Customers are solely responsible to take all necessary measures to prevent damage to their Private Service Lines due to any cause, including settlement of the structure or soil through which the Private Service Line passes. The Company shall not under any circumstances whatsoever be liable for any repair, maintenance or replacement of any Private Service Line, except to the extent that damage to a Private Service Line is caused by a deliberate or negligent act of the Company.

(g) Where any physical facilities required to supply Water Services to a Customer (whether owned by the Customer if downstream of the Service Connection Point or by the Company if upstream of the Service Connection Point) are located in Disturbed Ground, the Company’s obligation to construct does not include incremental construction costs required to stabilize such physical facilities and/or to bring the disturbed ground to a stable state. The Customer may at the Company’s sole option be required to pay all additional construction costs in such circumstances including the costs of any required support system.

(h) Every Customer shall:

   (i) pay all charges, fees and bills for Water Services performed by the Company, its employees, agents or contractors, in accordance with the Price Schedule or an agreement with the Company, as applicable.

   (ii) comply with the requirements of these Terms and Conditions as approved by the Commission and modified from time to time.

3.2 Fees and Other Charges

The Company will provide Water Services hereunder pursuant to the rates, fees or other charges specified in the Price Schedule – Schedule B attached, as outlined below. Any additional, supplementary or extra service provided by the Company to a Customer or to any other person will be charged a separate rate or fee.

4 METHODS AND PROCEDURES FOR OBTAINING WATER SERVICES

4.1 Requirement for Account and Obligation to Pay

   (a) A Customer shall open an Account with the Company as a condition of obtaining Water Services, regardless of whether the Water Services requires installation of a new Service Connection or construction of any new Facilities. The Company may charge an Administration Fee to set up the new Customers Account in accordance with the Pricing Schedule.

   (b) The Company may add to a Customer’s Account the charges for all Water Services or other services provided by the Company to the Customer, and the Customer is obligated to pay in full all such charges, upon receipt of a bill for the charges.

   (c) A late payment charge of 1.5% per month, not compounded, is applied to all charges on a Customer’s Account if the Customer’s payment has not been received by the Company before 20 days from the date of issuance of the bill in respect of the charges.
(d) The Customer is charged a dishonored cheque charge for each cheque returned for non-sufficient funds (NSF) as set out in the Pricing Schedule.

(e) The Company shall render its accounts monthly or every two months at the Company’s option, unless otherwise separately contractually agreed.

(f) In the event an actual meter reading is not available for any given month, the Company shall render the account based on an estimate of typical customer usage. Subsequent billing shall reconcile the billing amounts to reflect the actual meter reading once available.

4.2 The Company’s Requirements upon a Customer’s Application for Water Services

(a) A Customer applying for Water Services involving a new Service Connection shall supply information regarding the location of the premises to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the Company.

(b) Upon receipt of all required information, verification of the Customer’s identity and the accuracy of the information, and execution of any applicable acknowledgement form or agreement, the Company will;

(i) advise the Customer whether and on what terms the Company is prepared to supply Water Services to the Customer;

(ii) in the case of a Customer requiring a new Service Connection, advise the Customer of the type and character of the Service Connection it is prepared to supply to the Customer, and any conditions (including without limitation, payments by the Customer) that must be satisfied as a condition of installation of a Service Connection and supply of Water Services.

4.3 Security Deposits

(a) The Company, in its sole discretion, may at the time of a Customer’s application for Water Services or at any time thereafter require the Customer to post a security deposit or an increase to an existing security deposit in circumstances that include the following:

(i) late payment by the Customer for Water Services or other services provided by the Company;

(ii) the Customer has issued more than one cheque or pre-authorized debit that has been returned for non-sufficient funds in any six month period;

(iii) the Customer is applying for re-connection or for a new Water Services after having previously been disconnected from Water Services for non-payment;

(b) The Company, in its sole discretion, may determine that a Customer is not required to post a security deposit or is no longer required to maintain an existing security deposit, in circumstances that may include, without limitation, the following:

(i) the Customer has a good payment history with the Company;
(ii) where a result satisfactory to the Company is obtained from an external credit check;

(iii) where the Customer provides a co-signor who agrees to be personally responsible for payment for Water Services supplied and services rendered to the Customer and who has a credit rating acceptable to the Company; or

(iv) where the Customer provides to the Company an indemnity bond or irrevocable letter of credit from a financial institution satisfactory to the Company.

(c) Unless extraordinary circumstances apply, the maximum security deposit the Company will require from a Customer for Water Services not involving a new Service Connection is an amount equal to three times the amount the Company estimates will be the average monthly billing to the Customer for Water Services.

(d) A deposit made by a Customer shall be returned to the Customer after a satisfactory payment history over a period of 12 consecutive months or when the Customer’s Water Services are terminated and the Customer’s account is closed. Where a Customer’s Water Services are terminated and the Customer’s Account is closed for non-payment, prior to any refund, the deposit will be applied to the balance owing by the Customer to the Company.

(e) the Company will pay to a Customer as soon as practicable after the end of each calendar year, or after the Customer’s Account is closed, simple interest on the daily balance of any cash deposit held by the Company in respect of the Customer. The interest rate applicable to such payments is the “Bank Rate” announced by the Bank of Canada and in effect from time to time.

4.4 Authorizations and Approvals for Service Connection

The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. The Company shall not be required to commence or continue installation or operation of a Service Connection unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the Company’s requirements applicable to the installation and operation of the Service Connection. The Company reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained.

4.5 Temporary Service and Construction Service

(a) The Company will provide temporary, unmetered Water Service wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will pay a rate, charge or fee for such Water Service, as specified in the Price Schedule. A Customer who is receiving unmetered Water Service for the construction phase of a development ceases to be entitled to take unmetered Water Service at the construction rate and is required to apply for metered Water Services when:

(i) an occupancy permit is issued in respect of the development; or

(ii) when the development is being used for its intended purpose whichever event first occurs.
4.6 Scheduling for Service Connection

After the Customer has complied with the Company’s application requirements and has been accepted for service by the Company and complied with the requirements of all applicable construction and safety standards or regulations, the Company shall schedule that Customer for Service Connection within 5 working days.

4.7 Customer to Notify the Company of Changes

When a Customer has a change of name or contact information, (including without limitation: mailing address, telephone numbers, e-mail address) the Customer must immediately notify the Company of such change. The Company reserves the right to require that such notification be made in writing.

5 SERVICE REQUIREMENTS AND FACILITIES

5.1 Protection of the Company’s Facilities and Property of Other Customers

(a) No Interference with Facilities
The Customer shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the Company’s Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.

(b) Compliance with Requirements and Use of Service Connection
The Customer shall ensure that the Customer’s facilities comply with the requirements of any relevant codes or regulations.

(c) Customer to Pay Relocation Costs
The Customer shall pay all costs of relocating the Company’s Facilities at the Customer’s request, if such relocation is for the Customer’s convenience, or if necessary to remedy any violation of law or regulation caused by the Customer.

(d) Prohibited Extension of Customer Owned Facilities
With the exception of Co-op Customers, a Customer shall not extend or permit the extension of a Private Service Line or any other customer-owned piping, equipment or other assets that are connected directly or indirectly to the Waterworks System, beyond the separately titled lot or parcel of land in respect of which they are used to supply Water Services through a Service Connection Point.

6 EASEMENTS, RIGHTS-OF-WAY, AND USE OF AND ACCESS TO FACILITIES

6.1 Easements and Rights-of-Way

At the request of the Company a Customer shall grant or cause to be granted to the Company, without cost to the Company, such easements or rights-of-way over, upon or under property owned or
controlled by the Customer as the Company reasonably requires for the construction, installation, maintenance, repair, and operation of the Facilities required for a Service Connection to the Customer and the performance of all other obligations required to be performed by the Company hereunder.

6.2 Right of Entry

(a) The Company’s employees, agents and other representatives shall have the right to enter a Customer’s premises at all reasonable times, for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing the Company’s Facilities and for any other purpose incidental to the provision of Water Services. A Customer shall not prevent or hinder the Company’s entry to the Customer’s premises for any such purpose. Without limiting the generality of the foregoing, the Company has the right to enter a Customer’s premises at any reasonable hour in order to:

(i) install, inspect, test, repair or remove Facilities;

(ii) perform necessary maintenance to Facilities;

(iii) investigate or respond to a Customer complaint or inquiry;

(b) The Company will make reasonable efforts to notify the Customer in advance of entering a Customer’s premises or to notify any other person who is at the Customer’s premises and appears to have authority to permit entry, except:

(i) in cases of emergency;

(ii) where entry is permitted by order of a court or other authority having jurisdiction; or

(iii) where otherwise legally empowered to enter.

6.3 Access to Waterworks System

(a) A Customer shall be responsible for managing vegetation on the property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the Company’s above-ground Facilities.

(b) A Customer shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures that could interfere with the Company’s free and direct access to its Facilities or result in non-compliance with applicable statutes, regulations, standards and codes.

(c) A Customer shall not obstruct or impede the Company’s free and direct access to any Facilities, including without limitation any services, water mains, valves, Curb Cocks, fire hydrants, meters or meter settings.

6.4 Customer Responsibility for Use of Facilities

(a) No Customer shall install or allow to exist any connection or Cross Connection that could cause or allow drinking water, in any part of the Waterworks System to become contaminated or polluted in any way.
(b) Where the Company determines that there exists a connection or Cross Connection prohibited by this Section, the Company shall give notice to the Customer to correct the connection or Cross Connection at the expense of the Customer within the time specified in the notice.

(c) Where the Customer fails to correct the connection or Cross Connection in accordance with the notice, in addition to any other penalty, the Company may turn off the supply of water for such time as the prohibited connection or Cross Connection continues.

(d) Customers will not use water from the Waterworks System, or allow water obtained from the Waterworks System to be used:
   (i) in an unauthorized manner;
   (ii) in a manner that will impede water use by other Customers;
   (iii) unless the water has first passed through a water meter, except in the case of a development in the course of construction that has not yet received an Occupancy Permit, to which the prescribed Construction Service Charge applies.

(e) If the Company finds an unauthorized use of water including as a result of any tampering with a meter or other the Company Facilities, the Company may make such changes in its meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.

(f) Upon finding an unauthorized use of water, the Company may disconnect the Service Connection immediately, without notice and shall charge the Customer, all costs incurred in correcting the condition, in addition to any other rights and remedies which may be available to the Company.

(g) A Customer that uses water in contravention of this Section shall pay the following charges:
   (i) The applicable fixed and variable rate for the water used, in accordance with the Price Schedule, and where necessary based on an estimate by the Company of the amount of water used in contravention of this Section;
   (ii) all costs incurred by the Company in dealing with the contravention;
   (iii) any other penalty provided by the Price Schedule, and any applicable law or regulation.

(h) Where the Company determines that seals on valves, meters or other appurtenances have been deliberately broken and not reported, or that a water meter has been tampered with such that it has not been measuring water accurately, the Company shall be permitted at all times to estimate the quantity of water consumed or obtained, and charge the Customer at the applicable water consumption rate set out in the Price Schedule.
7 WATERWORKS SYSTEM EXTENSIONS

7.1 Estimated Cost

Upon a Customer’s request for a new or upgraded permanent Service Connection involving construction of new Facilities or an extension to the Waterworks System, the Company shall prepare a proposal outlining the estimated cost of the Service Connection including all necessary new Facilities or extensions to the Waterworks System (including but not limited to extensions to Water Distribution Mains or Water Transmission Mains).

7.2 Agreement in Writing for Waterworks System Extension

A new or upgraded Service Connection involving new Facilities or an extension to the Waterworks System shall not be constructed unless the Customer has executed a Water Services Agreement in respect thereof to the satisfaction of the Company.

7.3 Customer Payment for Waterworks System Extension Costs

Unless otherwise specified the full cost of any new Facilities or extensions to the Waterworks System shall be paid by the Customer whose new or upgraded Service Connection gives rise to the need for the new Facilities or extension to the Waterworks System.

8 WATER SERVICE LINES AND SERVICE CONNECTIONS

8.1 Physical, Design and Engineering Requirements for Service Connections

(a) The Customer is responsible to supply at the Customer’s cost:

(i) any plans and engineering reports pertaining to the Service Connection that the Company may reasonably require;

(ii) proof to the Company’s satisfaction that any Private Service Line to which a Service Connection is to be made, meets all requirements of these Terms and Conditions, and conforms to the requirements of all applicable legislation and regulations;

(b) With the exception of Company owned meters, the Customer shall be responsible for the installation and condition of the Customer’s Private Service Line and all other piping and equipment or other facilities of any whatsoever on the Customer’s side of the Service Connection Point.

(c) The Customer assumes full responsibility for the proper use of the Service Connection and any Water Services provided by the Company and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Water Services which are located on the Customer’s premises or on other premises owned or controlled by the Customer.

(d) The Customer shall be responsible for determining whether the Customer requires any devices to protect the Customer’s premises or property from damage that may result from the use of a
Service Connection or Water Services, or to protect the safety or reliability of the Waterworks System. The Customer shall provide and install any such devices at the Customer’s sole expense.

(e) The Company may in its sole discretion construct a Water Service Line to premises not abutting a street or right-of-way containing a Water Main, upon execution by a Customer of an agreement satisfactory to the Company in respect of the physical and financial arrangements concerning the Water Service Line and any associated extension or modification to the Waterworks System.

8.2 Optional Facilities

(a) Optional Facilities must be specifically requested by a customer before they will be considered by the Company.

(b) When the Company determines that a new service will require special and/or additional expense due to Customer requirements in addition to those commonly provided by the Company, such facilities shall be considered Optional Facilities and the Customer shall be responsible for the entire costs (including capital costs) of installation of such Optional Facilities.

(c) When the Company determines that a new service will require Optional Facilities, the Company may require the Customer to pay the additional amount estimated by the Company for the Optional Facilities as a construction advance prior to the commencement by the Company of any construction to interconnect the Customer.

8.3 Temporary Facilities

Unless otherwise agreed by the Company, a Customer who desires service that the Company determines in its sole discretion will not be permanent shall pay to the Company, in advance, the Company’s estimated costs (including capital costs) of installation and removal of the Temporary Facilities, less any estimated salvage value thereof.

8.4 Appropriate Use of Service Connections and Facilities

(a) Interference with or Damage to Facilities
No Customer or other person, other than an employee or authorized agent of the Company, is permitted to remove, operate, or maintain meters, or other Facilities. A Customer shall not interfere with or alter any meter, seals or other Facilities or permit the same to be done by any person other than the authorized agents or employees of the Company. A Customer is responsible to pay for the cost of repairing or otherwise remedies any damage to or loss of Facilities located on the Customer’s premises unless occasioned by circumstances as determined to have been beyond the Customer’s control.

(b) Unauthorized Use
Where the Company determines that there has been unauthorized use of the Service Connection or Water Services including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional use of water or Water Services whereby the Company is denied full compensation for services provided, the Company will bill the Customer for the Company’s estimate of such unauthorized use and the Customer is obligated
to pay the charges so billed. Nothing in this section shall limit any other rights or remedies that
the Company may have in connection with such unauthorized use.

9   METERS

9.1 Installation of Meters

(a) Provision and Ownership

Unless otherwise contractually agreed, the Company shall supply, install, and seal one or more
meters for the purpose of measuring the volume of water delivered to a Customer by way of a
Service Connection. Each meter and related metering equipment so installed shall remain the
sole property of the Company, regardless of whether the Customer has paid or reimbursed all or
any part of the Company’s costs of supply and installation.

(b) Responsibility of Customer

(i) Each Customer shall ensure that a suitable location on the Customer’s premises for meter
installation is provided, and that access to the meter is provided for the purpose of reading
or servicing the meter, in accordance with all applicable requirements of the Service
Connection Guidelines as amended from time to time.

(ii) Unless otherwise contractually agreed, each customer shall be responsible for the initial
cost of the meter and associated installation at the rates identified in the Price Schedule.

(c) Access to Meters

The Company may, at any reasonable time, read, inspect, remove or test a meter installed on
property owned or controlled by the Customer.

9.2 Meter Testing

(a) At the request of a Customer, the Company shall arrange for on-site meter verification and if
necessary, shall arrange for a meter to be tested by a person qualified to perform such work.
The Company charges a fee for responding to such Customer requests as set forth in the Price
Schedule. If, upon verification and/or testing, the meter is found to be recording accurately
(which for this purpose is defined as recording between 97% and 103% of actual consumption)
then the Company shall retain the fee. If the meter is found to be recording inaccurately as
hereinbefore defined, the Company will refund the fee to the Customer and make appropriate
adjustments to the applicable bills.

(b) The Company may at any time inspect or test any meter, on its own initiative, regardless of
whether the Customer has requested inspection or testing. All such testing shall be completed in
accordance with applicable standards by a person qualified to perform such work. In such case
the Company shall be responsible for all costs of inspecting, testing, calibration or replacement
of the Metering Facilities as necessary.
9.3 Circumvention of Meter

(a) If under any circumstances, a person other than a Company employee, agent or contractor, prevents a meter from accurately recording the total volume of water supplied, the Company may disconnect the Water Services or take other appropriate actions to ensure access to accurate meter data.

(b) The Company may then estimate the demand and amount of water supplied but not recorded by the meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

10 SERVICE DISCONNECTION AND RECONNECTION

10.1 Disconnection at Customer Request

(a) Permanent Disconnection

(i) The Customer may terminate service at any time upon the giving of at least seven days’ notice to the Company at the Company’s office nearest the Service Address.

(ii) If a Customer requests that a Service Connection be permanently disconnected, or if a permanent disconnection is deemed to have occurred due to tampering, the Customer billing for that service will be finalized. The Customer shall be responsible for all services supplied, and the charges therefore, to the date of final termination of service. At the discretion of the Company, the Facilities provided by the Company will be removed.

(iii) If the Customer subsequently requests that the Service Connection be restored, the Customer must pay all costs associated with the original disconnection, removal of the Facilities, restoration of the Service Connection, and Reconnection Charge.

10.2 Disconnection by the Company

(a) Disconnection without Notice

If the Company believes there is any actual or threatened danger to life or property, the Company has the right to withhold connection or to disconnect a Customer’s Service Connection without prior notice to the Customer. More specifically, and without limitation of the foregoing, the Company may exercise this right in the event that:

(i) the use of the Service Connection may cause damage to any other Facilities;

(ii) on account of theft by the Customer of any Water Services or the Company Facilities;

(iii) if any tampering with any service conductors, seals or any other Facilities of the Company or any meters, whether or not provided by the Company is discovered.

(b) Disconnection with Notice

The Company may withhold connection or may disconnect a Customer’s Service Connection (without prejudice to any of the Company’s other remedies) after providing forty-eight (48) hours advance notice to the Customer, as applicable, in the following circumstances:
(i) if the Customer neglects or refuses to pay when due any amounts required to be paid under these Terms and Conditions, which amount is not the subject of a good faith dispute;

(ii) as required by law;

(iii) if the Customer is in violation of any of these Terms and Conditions.

10.3 Reconnection of Service

(a) Before the Company reconnects or restores service, at the Company’s request the Customer shall pay:

(i) any amount owing to the Company;

(ii) a security deposit in accordance with these Terms and Conditions;

(iii) a reconnection charge in an amount set out in the Price Schedule; and

(iv) a charge equal to the fixed monthly rate for each full month the Customer’s service is disconnected, up to a maximum of 12 months. This charge does not apply to new customers or where the service has been disconnected for more than 18 months.

(b) Once the Customer has satisfied the conditions for reconnection, the Company will make reasonable effort to reconnect the Customer’s service within 24 hours.

10.4 Removal of Facilities

Upon termination of service, the Company shall be entitled to remove any of its Facilities located upon the property of the Customer and to enter upon the Customer’s property for that purpose.

11 GENERAL RESTRICTIONS AND PROHIBITIONS

With the exception of Co-op Customers the following shall apply:

(a) No Customer or other person shall resell water obtained from the Waterworks System to any other person except in accordance with the terms and conditions of an executed written agreement with the Company.

(b) No Customer or other person shall construct or allow to be constructed more than one Service Connection to any premises without prior written consent of the Company.

(c) A Private Service Line must not cross from one separately titled property to another separately titled property even if these properties are owned by the same person.

12 LIABILITY AND INDEMNIFICATION

12.1 Limitation of the Company Liability

(a) Notwithstanding any other provision of these Terms and Conditions or any provision of any agreement between the Company and a Customer relating to the provision of Water Services
(an “the Company Agreement”) the Company, its directors, officers, agents, employees and representatives (“the Company Parties”) shall not be liable to the Customer for any loss, injury, damage, expense, charge, cost or liability of any kind suffered or incurred by the Customer, whether of a direct, indirect, special or consequential nature, however or whenever caused, and whether in any way caused by or resulting from the acts or omissions of the Company Parties, or any of them, except for direct property damages incurred by the Customer as a direct result of a breach of these Terms and Conditions or applicable the Company Agreement or other act or omission by a Company Party, which breach or other act or omission is caused by the gross negligence or intentional tort of such Company Party.

(b) For greater certainty and without limiting the generality of the foregoing, the Company is not liable for any loss, damage or physical harm to any person (except where caused by the gross negligence or intentional tort of the Company Party) and arising from or caused directly or indirectly, in whole or in part, by:

(i) any substandard condition or quality of water caused by anything occurring downstream of a Service Connection Point;

(ii) any failure, defect, fluctuation, reduction or interruption in the provision of Water Services by the Company to its Customers, whether resulting from the break or malfunction of any watermain, service, meter, private service or attachment, or from the interruption in or cessation of water supply in connection with the repair or proper maintenance of the Waterworks System.

(iii) All limitations, protections and exclusions of liability contained in any provincial or federal legislation are in addition to and not in derogation of or substitution for the limitations of the Company’s liability contained in these Terms and Conditions.

12.2 Release

Subject to Section 12.1 above, none of the Company Parties (as defined above) will be liable to any Customer for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer, however and whenever caused, and each Customer hereby forever releases each of the Company Parties from any liability or obligation in respect thereof.

12.3 Customer Liability

(a) In addition to any other liability provisions set out in these Terms and Conditions or any provision in a Water Services Agreement or any other agreement between a Customer and the Company, a Customer shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Company Parties (as defined above), whether of a direct or indirect nature, caused by or arising from any acts or omissions of a Customer that result in a breach (“Breach”) of these Terms and Conditions or the applicable agreement, or any negligent or willful acts or omissions of harm of a Customer whether or not they constitute a Breach.

(b) A Customer shall indemnify and hold the Company and its employees and agents harmless from and against any claim (including any claim by another Customer of the Company) for any loss,
damage, expense, charge, cost (including legal fees), fine, penalty or other liability of any kind suffered or incurred by the Company arising out of or in any way connected with

(i) any failure by the Customer to comply with these Water Terms,

(ii) any damages to the Company’s Facilities or the facilities of another Customer caused by equipment installed or actions taken or failed to be taken by the Customer;

(c) Any claim by a Customer for direct losses, damages, expenses, charges, costs or other liabilities not barred or restricted under these Terms and Conditions must be communicated in writing to the Company within 180 days from the date of occurrence of the incident giving rise to the claim or the date on which the Customer ought reasonably to have become aware of the occurrence or incident, failing which the Company shall have no liability or responsibility whatsoever to the Customer in respect of the claim.

13 ADDITIONAL PROVISIONS RELATING TO SERVICES

13.1 Ownership of Facilities

(a) The Company remains the owner of all Facilities necessary to provide Water Services to Customers, to and including the Service Connection point, unless an agreement between the Company and a Customer specifically provides otherwise.

(b) Payment made by a Customer for costs incurred by the Company in installing Facilities does not entitle the Customer to ownership of any such Facilities, unless an agreement between the Company and the Customer specifically provides otherwise.

13.2 Proper Use of Services

(a) The Customers assume full responsibility for the proper use of the Service Connection and Water Services provided by the Company and for the condition, suitability and safety of any and all Facilities on the Customer’s premises or on premises owned or controlled by the Customer that are not the Customer’s property. The Customer shall be liable for any loss, damage, expense, charge, cost or other liability of any kind, whether to the Company, its agents or employees, the Company property or otherwise, arising directly or indirectly by reason of

(i) the Customer’s improper or negligent use of water or Water Services or Facilities, or

(ii) the negligent acts or omissions or willful acts or omissions of the Customer or any person permitted on the Customer’s property.

13.3 Compliance with Applicable Legal Authorities

The Company and all Customers are subject to, and shall comply with, all applicable federal, provincial and local laws, and all applicable orders or other actions of governmental authorities having jurisdiction. The Company’s obligation to provide or continue to supply a Service Connection or Water Services or to disconnect a Service Connection or otherwise terminate Water Services, in respect of any Customer, is subject to the condition that all requisite governmental and regulatory approvals for the supply or
continued provision of the Service Connection or Water Services or for their disconnection or termination are obtained and in force.

13.4 Interference with the Company’s Property

No one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain meters and other Facilities owned by the Company. A Customer shall not interfere with or alter a meter, seals, or other Facilities or permit the same to be done by any person other than the authorized agents or employees of the Company.

13.5 Service Interruptions and the Company’s Obligation to Respond

(a) While the Company takes all reasonable efforts to guard against Water Services interruptions, it does not guarantee uninterrupted Water Services or any particular standard of Water Services. The Company shall at any time, without liability whatsoever to any Customer, have the right to disconnect or otherwise curtail, interrupt or reduce Water Services to Customers whenever the Company reasonably determines, or when the Company is directed by an authority having jurisdiction, that such disconnection, curtailment, interruption or reduction is:

(i) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Company’s Facilities;

(ii) pursuant to non-payment of amounts due and payable on a Customer’s Account;

(iii) necessary to maintain safety and reliability of the Waterworks System; or

(iv) due to any other reason including: dangerous or hazardous circumstances, emergencies, forced outages, the need to restrict or regulate water consumption for purposes of conservation of water, shortages or potential shortages of water supply.

(b) The Company will use reasonable efforts to:

(i) provide notice of any Water Services reduction or interruption;

(ii) minimize such interruption duration and occurrences;

(iii) schedule planned interruptions as much as possible at times convenient to Customers;

(iv) restore extended service interruptions due to water main breaks, plugged or collapsed water lines or other reasons as soon as practicable.

(c) The Company is obligated to make reasonable efforts to respond to a Customer requested service call within a reasonable time, and to minimize Water Service interruptions to Customers. The Customer shall pay the cost of a Customer-requested service call and all related work if the cause of the problem is outside the Waterworks System and is not the direct result of an act or omission of an employee, contractor or agent of the Company that is grossly negligent or an intentional tort.

(d) The Company may at any time issue an Order directing all Customers to cease or restrict use of water from the Waterworks System in the manner and for the period of time specified in the
Order, and may cause such Order to be publicly disseminated via print or electronic media or by posting on the websites of the Company. A Customer is deemed to have received notice of such Order and to be aware of its content 24 hours after it is publicly disseminated, or at such sooner time as a copy of the Order is delivered to the Customer’s service address as shown in the Customer’s account by an employee, agent or other representative of the Company.

13.6 Assignments

(a) A Customer shall not assign any of its rights or obligations under these Terms and Conditions or a Water Services Agreement or any other agreement with the Company relating to a Service Connection or Water Services without obtaining any necessary regulatory approvals and the Company’s approval where required in such agreement. No assignment shall relieve the Customer of any of its obligations under these Terms and Conditions until such obligations have been assumed by the assignee and the Company has agreed to the assignment and novation. Any purported assignment by a Customer in violation of this section shall be void.

(b) The Company may assign all or any part of its rights or obligations under these Terms and Conditions or a Water Services Agreement, or any entitlement to payment under any Customer Account, to any Person with or without notice to the Customer.

13.7 No Waiver

The failure of the Company or a Customer to insist upon strict performance of any provision of these Terms and Conditions or a Water Services Agreement or any other agreement between the Company and the Customer relating to a Service Connection or Water Services, or to take advantage of any of its rights arising therefrom, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or rights. No provision of these Terms and Conditions or a Water Services Agreement or any other agreement between the Company and a Customer relating to a Service Connection or Water Services shall be deemed to have been waived, and no breach thereof shall be deemed to have been excused, unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

13.8 Law

These Terms and Conditions and any Water Services Agreement or other agreement between the Company and a Customer relating to a Service Connection or Water Services shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any legal proceedings arising in connection with these Terms and Conditions or any other agreement relating to a Service Connection or Water Services shall be brought in the courts of the Province of Alberta.
14 Schedule A – Water Utility Service Application

Salt Box Coulee Water Supply Company Ltd.

WATER UTILITY SERVICE APPLICATION

Please Note: SALT BOX COULEE WATER SUPPLY COMPANY LTD. requires a minimum of 14 business days to complete service order once all underground installations have been inspected and passed. Meters are installed once building has heat.

Complete, sign and return Application via Email: saltboxwatercorp@gmail.com

Metered Service Rates: Fixed fee of $120.00 per month, plus $____/m² for metered consumption.

Builder/Contractor Information

Check One: ☐ Metered Service Chg $800 + GST

Date Service Required:

<table>
<thead>
<tr>
<th>Quarter/SD</th>
<th>Section</th>
<th>TWP</th>
<th>Range/ Meridian</th>
<th>Lot/Unit</th>
<th>Block</th>
<th>Plan</th>
</tr>
</thead>
</table>

Service Address:

City/Town:

PC

Full Legal/Business/Name (print):

Operating as:

Billing address:

City/Town:

PC

Contact Name:

Phone #:  
Fax #:  
Cell #:  

Site Contact Name:

Phone #:  
Fax #:  
Cell #:  

Customer/Home Owner Information

Check One: ☐ Metered Service Chg, $800 + GST ☐ Service Transfer Chg, $75.00 + GST

Date Service Required:

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<tr>
<th>Quarter/SD</th>
<th>Section</th>
<th>TWP</th>
<th>Range/ Meridian</th>
<th>Lot/Unit</th>
<th>Block</th>
<th>Plan</th>
</tr>
</thead>
</table>

Service Address:

City/Town:

PC

Billing address:

City/Town:

PC

Contact Name:

Phone #:  
Fax #:  
Cell #:  

Customer Acceptance:

The CUSTOMER understands and agrees that utility services provided by SALT BOX COULEE WATER SUPPLY COMPANY LTD. to the Customer shall be in accordance with the rates listed above and are subject to change with notice.

I/we acknowledge and consent to SALT BOX COULEE WATER SUPPLY COMPANY LTD. collecting, using and disclosing the information contained herein, as required to establish my/our account and provide ongoing service and support.

Application Date:

<table>
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<tr>
<th>Month</th>
<th>Day</th>
<th>Year</th>
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Signature:

| Month | Day | Year |

OFFICE USE ONLY:

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<th>Date (mm/dd/yy)</th>
<th>Time</th>
<th>Notes</th>
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</table>

Meter Install
Line Flushed
Back # R
Meter Code #
Meter Installer

cc: Client/SB Client File
15 Schedule B – PRICING SCHEDULE

Rates Applicable to all Customers

Fixed Monthly Charge: As per Commission approved rates.
Variable Monthly Charge: As per Commission approved rates.
Other Charges: As per Commission approved rates.

Tie-in Fee: $10,000.00

This is a one-time charge per new Service Address paid to the Company for the benefit to the Customer of accessing Water Services from the Company.

This fee does not apply to existing customers already paying monthly amounts as established and approved by the Commission, or where the service has been disconnected for less than 18 months.

Administration Fee: $100

The Administration Fee is paid by the customer and is used to establish the Customers’ account and associated Company records.

Service Connection Charge: $750

This charge is paid by the customer to cover the installation, inspection, and approval of the connection of a Customer facilities to the Company’s Waterworks System. This charge does not include the costs of any modifications required by the Company to extend the Company’s Mainline System to the Point of Delivery.

Construction Water Availability Charge: $100 flat fee plus $200/month

The customer shall pay a $100 for temporary connection to the Company’s water services. In addition, a monthly charge of $120 will apply to cover the cost of providing unmetered water to a service address for Construction purposes.

Dishonored Cheques: $65

This charge is applied to an account to cover the banking costs associated with checks returned from a Customers bank due to non-sufficient funds.

Late Payment Charge: 1.5% per month

The company will add a late payment charge to any outstanding Customer balance not received when due.
Reconnection Charge: $200

In order to reconnect service, an existing customer must first pay a Reconnection Charge of $200. Additional fees may apply as defined in the above Terms and Conditions.

Meter Costs: $780 (includes meter and installation labour)

When a new Service Connection is requested, the Customer shall be responsible to pay for the initial water meter including installation.