

**Water Utility Tariff
Rates and Terms and Conditions
For
Water Service
To
The Franchise Area, as defined in the Franchise
Agreement between EPCOR Harmony Inc. (Harmony)
and Rocky View County**

Effective December 20, 2024

This Tariff is available for public inspection during business hours at EPCOR's office in
Calgary, Alberta.

Table of Contents

| | |
|---|-----------|
| INTRODUCTION TO TERMS AND CONDITIONS | 4 |
| ARTICLE 1 - DEFINITIONS AND INTERPRETATION | 4 |
| 1.1 Definitions..... | 4 |
| 1.2 Conflicts..... | 7 |
| 1.3 Extended Meanings..... | 7 |
| 1.4 Headings | 8 |
| ARTICLE 2 - GENERAL PROVISIONS..... | 8 |
| 2.1 Fundamental Obligations of Harmony and of Customers | 8 |
| 2.2 Water Services Guidelines | 9 |
| ARTICLE 3 - METHODS AND PROCEDURES FOR OBTAINING WATER SERVICES | 11 |
| 3.1 Requirement for Account and Obligation to Pay..... | 11 |
| 3.2 Customer Application for Water Services | 13 |
| 3.3 Other Occupants Liability for Payment and Change of Customer of Record.... | 14 |
| 3.4 Rejection of Application for Water Services or Service Connection..... | 15 |
| 3.5 Security Deposits..... | 15 |
| 3.6 Customer Contracts..... | 17 |
| 3.7 Authorizations and Approvals for Service Connection..... | 17 |
| 3.8 Temporary Water Service and Construction Water Service | 18 |
| 3.9 Scheduling for Service Connection..... | 18 |
| 3.10 Customer to Notify Harmony of Changes | 19 |
| 3.11 Customer Usage Information..... | 19 |
| ARTICLE 4 - WATER SERVICE REQUIREMENTS AND FACILITIES..... | 19 |
| 4.1 Protection of Harmony's Facilities and Property of Other Customers..... | 19 |
| ARTICLE 5 - EASEMENTS, RIGHTS-OF-WAY, AND USE OF AND ACCESS TO FACILITIES..... | 21 |
| 5.1 Easements and Rights-of-Way | 21 |
| 5.2 Right of Entry..... | 22 |
| 5.3 Access to Waterworks System | 23 |
| 5.4 Customer Responsibility for Use of Facilities..... | 23 |
| ARTICLE 6 - WATERWORKS SYSTEM EXTENSIONS | 25 |
| 6.1 Estimated Cost | 25 |
| 6.2 Agreement in Writing for Waterworks System Extension | 26 |
| 6.3 Customer Payment for Waterworks System Extension Costs | 26 |
| 6.4 Changes to Amount Payable by Customer..... | 26 |
| ARTICLE 7 - WATER SERVICE CONNECTIONS | 26 |
| 7.1 Engineering, Design and Construction Requirements for Service Connections | 26 |
| 7.2 Multiple Dwellings | 27 |
| ARTICLE 8 - METERS..... | 28 |
| 8.1 Installation of Meters | 28 |
| 8.2 Access to Meters | 29 |
| 8.3 Meter Testing..... | 29 |
| 8.4 Circumvention of Meter..... | 29 |
| 8.5 Changes to Metering Equipment..... | 29 |

| | | |
|--|--|-----------|
| 8.6 | Stop and Waste Valves | 30 |
| ARTICLE 9 - CHANGES TO SERVICE CONNECTIONS OR OTHER FACILITIES | | 30 |
| 9.1 | Requirement to Give Notice of Changes to Water Service Requirements..... | 30 |
| 9.2 | Customer to Bear Cost of Changes to Harmony Facilities..... | 30 |
| 9.3 | Adjustment of Curb Cock Casing to Grade..... | 30 |
| ARTICLE 10 - WATER SERVICE TURN OFF AND TURN ON..... | | 31 |
| 10.1 | Turn Off at Customer Request..... | 31 |
| 10.2 | Turn Off by Harmony | 32 |
| 10.3 | Turn On of Water Service | 33 |
| 10.4 | Removal of Facilities | 34 |
| ARTICLE 11 - CLOSING AN ACCOUNT | | 34 |
| ARTICLE 12 - GENERAL RESTRICTIONS AND PROHIBITIONS | | 34 |
| ARTICLE 13 - LIABILITY AND INDEMNIFICATION..... | | 34 |
| 13.1 | Limitation of Harmony Liability | 34 |
| 13.2 | Release | 35 |
| 13.3 | Harmony Not Liable to Customer | 36 |
| 13.4 | Customer Liability | 36 |
| 13.5 | Force Majeure | 37 |
| ARTICLE 14 - ADDITIONAL PROVISIONS RELATING TO WATER SERVICES | | 37 |
| 14.1 | Ownership of Facilities | 37 |
| 14.2 | Proper Use of Water Services | 38 |
| 14.3 | Compliance with Applicable Legal Authorities | 38 |
| 14.4 | Interference with Harmony's Property | 38 |
| 14.5 | Water Service Interruptions and Harmony Obligation to Respond | 39 |
| 14.6 | Assignments | 40 |
| 14.7 | No Waiver..... | 40 |
| 14.8 | Law..... | 41 |
| SCHEDULE 1 - RATES AND FEES AND CHARGES..... | | 42 |
| <u>RATES</u> | | 42 |
| <u>FEES AND CHARGES</u> | | 46 |



INTRODUCTION TO TERMS AND CONDITIONS

These Terms and Conditions are approved by the Alberta Utilities Commission, which regulates the provision of Water Services in Alberta.

These Terms and Conditions apply to Harmony 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 Harmony 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.

Provision of Water Services or other services by Harmony to Customers will occur only in accordance with these Terms and Conditions.

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 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:

“Account” means a written and/or digital record of use of Water Services or other services by a Customer, including the amounts payable from time to time by the Customer to Harmony;

“AUC” means the Alberta Utilities Commission;

“Billing Agent” means the entity appointed by Harmony to provide billing and customer care services;

“Business Day” means a day, which is not a Saturday, Sunday or a statutory holiday in the Province of Alberta, and “day” means any calendar day;

“County” means Rocky View County;

“Cross Connection” means any permanent or temporary piping arrangement that allows or may potentially allow the Waterworks System to be connected to a contaminant source. Examples may include, without limitation: garden hoses, any other hose attached to a threaded faucet, swivel or change over devices, removable sections, jumper connections and bypass arrangements;

“Curb Cock” means a valve connected into a Service Connection enabling the water supply to a Customer to be Turned Off or Turned On, (which will ordinarily but not necessarily be located at or near a Customer’s property line);

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“Customer” means any person who is the owner or lessee of a premises and whose application for Water Service has been accepted by the Utility and includes any other person who has been or is a user of Water Services supplied by the Utility and may include a developer, contractor or other person depending on the context;

“Customer Usage Information” means information regarding the historical use of Water Services or water consumption of a Customer, and includes the Customer’s history of payment for Water Services or other services provided under these Terms and Conditions;

“Design and Construction Standards” means the procedures, standards and specifications as specified by the County as set forth in the County’s Servicing Standards latest revision for the design, construction and installation of Improvements (as defined in the County’s Servicing Standards) including any alterations to or amendments of such guidelines and specifications which may be agreed upon, in writing, by the County and the developer;

“Disturbed Ground” means terrain (surface or sub-surface) that is disturbed and that may require incremental construction techniques or support systems to provide stability;

“Dwelling” means a private residence with sleeping and cooking facilities used or intended to be used permanently or semi-permanently as a residence;

“Harmony” means EPCOR Harmony Inc., On October 4, 2024, EPCOR Holdings completed its acquisition of 100% shares of Harmony Advanced Water Systems Corporation Utilities from Harmony Developments Inc. With the completion of this transaction, HAWSCO Utilities has been renamed EPCOR Harmony Inc., effective December 2, 2024;

“Facilities” means any infrastructure forming part of the Waterworks System owned or used by Harmony including, without limitation: water treatment plants, reservoirs, pumping stations, water transmission mains, water distribution mains, water service lines, Curb Cocks, valves, fire hydrants, flushmount hydrants, chambers, utility corridors, tunnels, casings, flow or pressure regulating valves, air/vacuum relief valves, Meters and any other measurement devices and other physical plant and piping appurtenances, used to produce and supply Potable Water;

“Force Majeure” means circumstances not reasonably within the control of Harmony, including 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, mechanical breakdowns, intervention of federal, provincial or local



government or any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein described or otherwise;

“Meter” means Standard Meter and Non-Standard Meter;

“Multiple Dwelling” means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building or structure, which receives Water Services through a total number of Service Connection Points that is less than the total number of Dwellings in the residential development;

“Non-Standard Meter” means a water meter that does not have the capability of remotely communicating via radio frequency signals with Harmony’s advanced metering network;

“Owner” means:

- (a) the registered owner of a parcel of land in the register maintained by the Registrar of Land Titles under the Land Titles Act, or
- (b) a person who has purchased the parcel from the person mentioned in sub clause (a) pursuant to an agreement for purchase and sale;

“Potable Water” means water that is suitable for human consumption;

“Price Schedule” means the rates, fees and charges for Water Services more particularly described in Schedule 1, as approved by the AUC and in effect at the time;

“Private Service Line” means the Customer owned water line and all associated equipment and any other assets for providing water to a Customer that are located downstream of the Service Connection Point, including the piping joint on the downstream side of the Service Connection Point and excepting the water Meter that is owned by Harmony;

“Service Connection” means all of the Facilities required to achieve a physical connection between a Harmony water main abutting Customer property and a Private Service Line to allow a Customer to receive water delivered through the Waterworks System, including without limitation the water service line from the water main to the Service Connection Point;

“Service Connection Point” means the point where a Service Connection owned by Harmony and forming part of the Waterworks System physically connects to a Private Service Line (which will ordinarily, but not necessarily, be a point at or near a Customer’s property line);



“Standard Meter” means an advanced water meter that has the capability of remotely communicating via radio frequency signals with Harmony’s advanced metering network;

“Terms and Conditions” means the terms and conditions in respect of Water Services described herein;

“Turn Off” means the process where the delivery of Potable Water to the Customer is terminated. Turn Off is normally executed by operating the inlet valve or the master control valve, associated with the Meter setting. In Harmony’s sole discretion, Turn Off may be executed by operation of the Curb Cock;

“Turn On” means the process where the delivery of Potable Water to the Customer is activated or re-activated. Turn On is normally executed by operating the inlet valve or the master control valve, associated with the Meter setting. In Harmony’s sole discretion, Turn On may be executed by operation of the Curb Cock;

“Utility” means EPCOR Harmony Inc.;

“Water Services” includes but is not limited to the production, treatment and supply of Potable Water delivered through a Service Connection in accordance with these Terms and Conditions, and the use of physical plant, equipment, apparatus, appliances, property and facilities owned or employed by Harmony or used in connection with Harmony providing the supply of Potable Water to the property of any Customer;

“Water Services Agreement” means any agreement under which Harmony has or may incur an obligation to provide Water Services to one or more Customers;

“Water Services Guidelines” means any document referred to as Water Services Guidelines in paragraph 2.2 of Article 2 of these Terms and Conditions;

“Waterworks System” means the Facilities and all associated real and personal property used by Harmony to supply Potable Water to Customers.

1.2 Conflicts

If there is any conflict between a provision in these Terms and Conditions, and a provision in a Water Services Agreement or other agreement between Harmony and a Customer, the provision in these Terms and Conditions shall govern unless an express term of the Water Services Agreement or other agreement states otherwise.

1.3 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

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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).

1.4 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.

ARTICLE 2 - GENERAL PROVISIONS

2.1 Fundamental Obligations of Harmony and of Customers

(a) Harmony will provide Water Services, at the fees, rates or other charges specified in the Price Schedule in accordance with these Terms and Conditions and with applicable provisions of the Water Services Guidelines. All additional services provided by Harmony to a Customer will be billed to the Customer in accordance with an agreement between the Customer and Harmony. The general costs of operating and maintaining the Waterworks System are covered by the rates for Water Services set out in the Price Schedule. Harmony will operate and maintain the Waterworks System at no additional charge to any Customer beyond the fees, rates and charges for Water Services set out in the Price Schedule or in a Water Services Agreement, except for costs arising from:

- (i) requirements or requests for specific non-routine services not more particularly described in the Price Schedule, or the acts or omissions of any particular Customer or defined group of Customers,
- (ii) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in Harmony's favour.

Such additional costs may at Harmony'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 Harmony.

- (b) When Harmony performs a repair on its Facilities affecting a Customer's property, Harmony 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.
- (c) Prior to receiving any Water Services from Harmony, a Customer shall open an Account to pay for all Water Services provided by Harmony, whether or not listed

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in the Price Schedule. Any such services may be added by Harmony to the Customer's Account. A Customer shall comply with the requirements of these Terms and Conditions, the billing practices of the Billing Agent and the Water Services Guidelines.

- (d) Where any Facilities required to supply Water Services to a Customer are located in Disturbed Ground, or where any other unusual condition exists, Harmony's obligation to construct does not include incremental construction costs required to stabilize such Facilities or the disturbed ground, or to address other unusual conditions. The Customer may at Harmony's sole option be required to pay all additional construction costs in such circumstances, including the costs of any required support system.
- (e) With the exception of use for firefighting purposes, all Customers must enter into Harmony's Hydrant Permit Agreement for any access to or use of bulk water through a hydrant.

2.2 Water Services Guidelines

- (a) Harmony may adopt written requirements, standards, specifications, procedures, protocols or guidelines supplementary to these Terms and Conditions (the "Water Services Guidelines") as Harmony deems advisable for the purpose of clarifying or explaining:
 - (i) any fee, rate or other charge set out in the Price Schedule, including the circumstances and the manner in which such fee, rate or charge will be applied and billed to a Customer;
 - (ii) the manner in which Harmony's obligations under the Rocky View Water Services Bylaw and any applicable federal or provincial legislation or regulations will be fulfilled and the impacts on Customers;
 - (iii) Harmony's operating policies and procedures, and its requirements in relation to provision of Water Services or other services, including without limitation requirements intended to: provide security for costs incurred by Harmony, ensure the health and safety of employees, ensure the safety of the Potable Water supply delivered through the Waterworks System and maintain the reliability of the Waterworks System.

Harmony may amend the Water Services Guidelines from time to time to reflect changes to the industry, Harmony's requirements or the changing needs of Harmony's Customers. A copy of the Water Services Guidelines and amendments thereto will be filed with the AUC for information purposes.

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The Water Services Guidelines and any amendments thereto shall be effective as of the date posted to Harmony's website. Without limitation to the foregoing and in the interest of greater clarity, the term "amend" in this clause includes the deletion of all or any portion of any Water Services Guideline previously filed with the AUC.

- (b) Without limiting the generality of Section 2.2(a) above, Water Services Guidelines may deal with any or all of the following subject matter:
- (i) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Water Services are provided, or as a condition of ongoing provision of Water Services;
 - (ii) Customer Accounts, including without limitation provisions or requirements concerning: opening an Account, making payments on an Account, consequences for failure to pay Accounts in full, lost bills, dishonoured cheques, collection of delinquent Accounts, adjusting improperly billed Accounts, Water Service application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;
 - (iii) measurement of water consumption, including without limitation provisions or requirements concerning: Meter inspection and testing, Meter settings, chambers and installations, Meter reading, disputes concerning Meter data, estimates of consumption, private or subsidiary Meters, remote Meter reading devices, relocation of Meters, access for Meter readers, and adjustments to bills when Meters have malfunctioned;
 - (iv) procedures or requirements concerning investigation of Customer complaints and concerns;
 - (v) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;
 - (vi) procedures or requirements for upgrading, re-sizing relocating or otherwise changing a Service Connection, whether at the instigation of Harmony or at the request of a Customer;
 - (vii) the Turn On and Turn Off of Water Services, whether at the instigation of Harmony or at the request of a Customer;
 - (viii) supply of bulk water for firefighting and other purposes, including without limitation procedures and requirements concerning the maintenance of

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public or private fire hydrants and permissible use of water from fire hydrants.

- (c) The following are deemed to be Water Services Guidelines and are effective and binding upon every Customer, and may be amended or rescinded from time to time by Harmony:
 - (i) the Harmony document entitled “Harmony Water Management Plan”;
 - (ii) the Design and Construction Standards; and,
 - (iii) the Harmony document entitled “Part E - Builder Policy”.
- (d) While Harmony is committed to, and will endeavour to comply with, its Water Services Guidelines, the operations of Harmony are complex and dynamic and the Water Services Guidelines may not appropriately or exhaustively deal with every situation that arises. Harmony, acting reasonably, may deviate from the provisions of the Water Services Guidelines or take action not specifically authorized by these Terms and Conditions or by the Water Services Guidelines at Harmony’s sole discretion.

ARTICLE 3 - METHODS AND PROCEDURES FOR OBTAINING WATER SERVICES

3.1 Requirement for Account and Obligation to Pay

- (a) Prior to receiving any Water Services from Harmony, a Customer is obligated to open an Account. Customers shall pay in full for all Water Services provided by Harmony. If a Customer fails to open an Account when they have possession of the premises to which Water Services are being supplied, Harmony may bill the Customer for the Water Services received, from their legal possession or occupancy date, whichever occurs first, and Harmony shall determine the retroactive billing by reasonably estimating the Customer’s consumption.

Harmony will send a Customer a bill for Water Services provided to the Customer during the previous month, or an amount of time reasonably close to a month, calculated in accordance with Schedule 1. A Customer’s obligation to pay the amount set out in the bill shall continue regardless of whether the Customer receives the bill.

A late payment charge of 1.5% per month, not compounded, is applied to all charges on a Customer’s Account, if a Customer does not pay a bill in full by the payment due date specified on the bill.



When, for any reason whatsoever, a cheque issued to the Utility in payment of a bill is dishonored, the Customer shall be required to pay a dishonored cheque charge as prescribed in Schedule 1 of this Tariff to cover administrative costs. In addition, any actual fees incurred by Harmony from the financial institution due to the dishonoured payment will be passed through to the customer as a separate charge.

- (b) If at any time there is not a Customer with an Account open for premises to which Water Services are supplied, the Owner of such premises will be deemed to be the Customer at the premises and will be required to pay for all Water Services including, without limitation, Water Services not related to consumption, provided to the premises until an Account is opened by another Customer. The Owner shall be liable for all charges related to identifying, searching for and contacting the Owner.
- (c) At the sole option of Harmony, an Owner of premises to which Water Services are supplied who rents or leases all or part of the premises to a tenant or lessee, may be required to open an Account for the supply of Water Services to the portion of the premises that are rented or leased from time to time.
- (d) Harmony may, without approval or consent of an Owner, upon not less than 30 days written notice to the Owner, open a new Account in the name of the Owner in respect of leased premises if:
 - (i) the tenant or lessee is more than 60 days in arrears of payment for Water Services; and
 - (ii) it is physically impossible or impracticable to Turn Off Water Services to the tenant or lessee without adversely affecting Water Services to one or more other Customers that occupy the same premises and/or that receive Water Services through a common Service Connection.

In such a case, the Owner shall be required to pay for Water Services from the date on which the new Account is opened by Harmony in the Owner's name. The Owner shall not be required to pay Harmony for the tenant or lessee's arrears for Water Services at that location, unless a provision in an agreement otherwise specifies.

- (e) At the sole option of Harmony, where a Customer has more than one Account, unpaid balances may be transferred and consolidated to the Customer Account of Harmony's choice and without limiting any rights provided herein, Harmony may exercise its rights under Articles 5 and 10.

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- (f) The Customer has the right to dispute any charge shown on the Customer's bill by submitting the dispute in writing to Harmony. Harmony will review the dispute, make any adjustments it determines to be appropriate and provide a written response within 30 calendar days. During this review, the Customer will not be required to pay any charges for the disputed period that are in excess of the average month's bill of the Customer, as reasonably determined by Harmony. The Customer will be responsible for paying all past and future charges while the specific disputed charge is being resolved. Any outstanding disputed amount shall be due and payable within 10 Business Days of resolution.
- (g) If Harmony does not respond within 30 calendar days or is unable to resolve the Customer's dispute, the Customer may contact the Alberta Utilities Consumer Advocate, or the Customer may pursue the matter with the AUC if the matter is within the AUC's jurisdiction or pursue in Alberta any remedies available to them under applicable laws, including arbitration pursuant to the *Arbitration Act* (Alberta).

3.2 Customer Application for Water Services

- (a) At the request of a Customer and upon fulfillment of all conditions set out in these Terms and Conditions and in the Water Services Guidelines, Harmony will install and maintain a Service Connection to a Customer's premises abutting a street or right-of-way where there is a water main. Unless an agreement between Harmony and a Customer specifically provides otherwise:
 - (i) Harmony shall be and remain the owner 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) Harmony 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.
- (b) 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 Harmony.
- (c) Before making a decision on a Customer application involving a new Service Connection, Harmony is allowed a reasonable time to verify the identity of the Customer and/or the accuracy of the information provided, and may require the

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Customer to sign a formal application for Water Services, in writing, which may be on a standard form approved by Harmony.

- (d) For all commercial and industrial Customers, and for any other Customer for whom provision of Water Services will involve installation of a new Service Connection or construction of new Facilities or an extension to or modification of the Waterworks System, an express written acknowledgement that the Customer has agreed to these Terms and Conditions is required before Harmony will take any steps toward providing the requested Water Services.
- (e) At Harmony's sole option, a Customer needing a new Service Connection or construction of new Facilities or an extension to or modification of the Waterworks System may be required to execute a Water Services Agreement, before Harmony approves any design or construction work.
- (f) 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, Harmony will:
 - (i) advise the Customer whether and on what terms Harmony 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.

3.3 Other Occupants Liability for Payment and Change of Customer of Record

Where the Customer of record for a premise has vacated the premise or defaulted on payment of a bill for Water Service, other occupant(s) of the premise who continue to receive Water Service shall be deemed to be the Customer(s) and shall be liable for payment for Water Service provided in accordance with Schedule 1.

When a prospective Customer is applying for Water Service or an existing Customer has applied for the received Water Service at a premise and the preceding Customer for the premise has a history of non-payment, Harmony may request the prospective Customer or the current Customer to provide additional information requested by Harmony to determine the identity, organization and/or control of the person(s) occupying the premise, including, but not limited to, lease agreements and records describing the organization and control of business entities occupying the premise.

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3.4 Rejection of Application for Water Services or Service Connection

Harmony may, without limitation, reject any Customer's request for a Service Connection or for Water Services when:

- (a) the Customer does not have currently in effect all approvals that may be required for the installation of the Service Connection;
- (b) the Customer refuses to enter into a Water Services Agreement or other form of agreement acceptable to Harmony;
- (c) any representation made by the Customer to Harmony for the purpose of obtaining a Service Connection, Water Services, or a continuation of Water Services is, in Harmony's reasonably held opinion, fraudulent, untruthful or misleading;
- (d) the Customer has not, when requested by Harmony to do so, provided a signed written application for Water Services;
- (e) the type of Water Services or Service Connection applied for is not available or not normally provided by Harmony in the locality where the Water Services or Service Connection is requested;
- (f) the requirements of the Water Services Guidelines have not been met;
- (g) the proposed Water Services or Service Connection, in Harmony's reasonably held opinion, has unusual characteristics that might adversely affect the quality of Water Services supplied to other Customers, public health or safety, the health or safety of Harmony's personnel, or the safety or reliability of any other Facilities or the Waterworks System;
- (h) a previous Customer at the site had a history of non-payment and Harmony believes, on reasonable grounds, that the defaulting Customer would continue to occupy the premises;
- (i) the Customer has an outstanding balance with Harmony for Water Services; or
- (j) the Customer has failed to provide the security required by Harmony.

3.5 Security Deposits

- (a) Harmony may at the time of a Customer's application for Water Services or at any time thereafter request a Customer to supply information reasonably required by Harmony to determine the Customer's credit history and/or credit risk. If a



Customer fails to supply such information Harmony may refuse to supply, or discontinue supply of, Water Services to the Customer.

- (b) Harmony, 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 may include, without limitation, the following:
 - (i) late payment by the Customer for Water Services or other services provided by Harmony;
 - (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) there has been a significant increase in the Customer's rate of consumption of water;
 - (iv) the Customer is applying for Turn On or for new Water Services after having previously been Turned Off from Water Services for non-payment;
 - (v) the Customer making the application for Water Service has a credit rating that is not satisfactory to Harmony;
 - (vi) the Customer is applying for a permit to use water from a fire hydrant; or
 - (vii) the Customer has a permit to use water from a fire hydrant and is issued Harmony-owned equipment for use in connection with the hydrants.
- (c) Harmony, 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 Harmony;
 - (ii) where a result satisfactory to Harmony is obtained from an external credit check; or
 - (iii) where the Customer provides to Harmony an indemnity bond or irrevocable letter of credit from a financial institution satisfactory to Harmony.
- (d) Unless extraordinary circumstances apply, the maximum security deposit Harmony will require from a Customer for Water Services not involving a new Service Connection is an amount equal to three times the amount Harmony estimates will be the average monthly billing to the Customer for Water Services.

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Notwithstanding this Section 3.5(d), if a Customer is required to post a security deposit pursuant to Section 3.5(b)(vii) above, then such amount shall be in addition to any other security deposit required under Section 3.5.

- (e) A deposit made by a Customer may 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 Harmony.
- (f) Harmony 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 Harmony in respect of the Customer. The interest rate applicable to such payments is prescribed in the Price Schedule.

3.6 Customer Contracts

- (a) Water Services Agreement

Harmony may, in its sole discretion, require a Customer previously connected or seeking to connect to the Waterworks System to sign a Water Services Agreement in respect of a Service Connection, as a condition of receiving or continuing to receive a Service Connection or Water Services.

- (b) Assignment of Contractual Obligations

All Water Services, whether or not they require Harmony's assignment consent, that are properly assigned or otherwise transferred to a corporate Customer's affiliate or successor taking over the operation of a Customer's business and operations at premises subject to a pre-existing Account, shall be subject to the terms of the Customer's Water Services Agreements and billing history. Any change in service requirements as a result of such assignment or transfer shall be made in accordance with these Terms and Conditions. The existing contractual arrangements will remain in place until any new agreements have been approved and accepted by both parties.

3.7 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. Harmony 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 Harmony's requirements applicable to the installation and operation of the Service Connection. Harmony reserves the right to verify that all necessary authorizations have been obtained by Customers.

3.8 Temporary Water Service and Construction Water Service

- (a) Where Harmony reasonably believes that a requested Water Service will be temporary, it may require the Customer requesting the Water Service to pay to Harmony in advance of construction the estimated cost of the necessary Facilities plus the estimated cost of installation and removal of Facilities, less the value of any salvaged material.
- (b) Harmony 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 Services based on the total cost of construction of the development, 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 for the development; or
 - (ii) the development is being used for its intended purpose;whichever event occurs first.
- (c) Where a Customer fails to apply for metered Water Services as required by this section, Harmony may bill the Customer retroactively for the unmetered water as if it were metered Water Services from the date an occupancy permit was issued or the date upon which the development began to be used for its intended purpose, whichever is earlier. Harmony shall determine the retroactive billing by reasonably estimating the Customer's consumption.

3.9 Scheduling for Service Connection

Harmony shall schedule Customers for Service Connection in accordance with the Water Services Guidelines after:

- (a) the Customer has complied with Harmony's application requirements;
- (b) the Customer has complied with the requirements of all applicable construction and safety standards, applicable legislation and regulations; and
- (c) the Customer's application for Water Services has been accepted by Harmony.

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3.10 Customer to Notify Harmony of Changes

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

3.11 Customer Usage Information

- (a) Harmony shall provide standard Customer Usage Information to a Customer, or to an agent acting on behalf of a Customer, upon request and in the case of an agent only after receiving written consent to such disclosure from the Customer in a form satisfactory to Harmony, for the 12-month period preceding the date of the request or for such shorter period for which Harmony has collected that information.
- (b) Harmony shall not be obligated to provide Customer Usage Information for a period greater than 24 months prior to the date of request. If a Customer requests Customer Usage Information for any time earlier than 24 months prior to the date of request, Harmony may in its sole discretion charge a fee for retrieving and supplying the information requested.

ARTICLE 4 - WATER SERVICE REQUIREMENTS AND FACILITIES

4.1 Protection of Harmony'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, fences or landscaping that could interfere with the proper and safe access to, or operation of Harmony's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.

Only an employee or authorized agent of Harmony shall remove, operate, or maintain Harmony Facilities. A Customer shall not obstruct access to or interfere with or alter any Meter, seal or other Facility or permit the same to be done by any person other than an employee or authorized agent of Harmony. If a Customer or a person authorized by a Customer fails to comply with this provision, the Customer is responsible to pay the applicable charge prescribed in Schedule 1 and the cost of repairing or otherwise remedying any damage to or loss of Facilities located on the Customer's premises or premises controlled by the Customer, unless caused by circumstances, as determined in Harmony's sole discretion, to have been beyond the Customer's control.



(b) Protection of the Private Service Line, Equipment and Assets on Customer's Property

The Customer is solely responsible to take all necessary measures to prevent damage to the Private Service Line and any other equipment or assets connected to the Facilities on the Customer's property, including the Harmony Meter, due to any cause, including, without limitation, freezing and settlement or movement of the structure or soil through which the Private Service Line passes. Harmony shall not be liable for any repair, maintenance or replacement of any Private Service Line, except where damage to a Private Service Line is caused by a deliberate or negligent act of Harmony.

The Customer shall provide and maintain, at no cost to Harmony, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's premises. If the Customer refuses, Harmony may, at its option, provide and maintain such protective barriers, and charge the Customer for these Water Services. Such space, and protective barriers shall be in conformity with applicable laws and regulations and subject to Harmony's approval.

(c) Compliance with Requirements and Use of Service Connection

The Customer shall ensure that the Private Service Line and any other equipment or assets comply with the requirements of any applicable code or regulation and with the Water Services Guidelines. The Customer shall not use a Service Connection or any Water Services received in a manner so as to cause interference with any other Customer's use of a Service Connection or Water Services. At Harmony's request, a Customer shall take whatever action is required to correct such interference or disturbance at the Customer's expense.

(d) Customer to Pay Relocation Costs

The Customer shall pay all costs of relocating Harmony'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. If requested by Harmony, the Customer shall pay the estimated cost of the relocation in advance.

(e) Water Service to a New or Previously Unserviced Building on a Serviced Lot by an Extension of Existing Water Services

A Customer may, at their own expense, provide Water Services to a new or previously unserviced building on a serviced lot through an extension to an existing Water Service provided that:

- (i) the extension does not cross the property line on which the existing service is located;

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- (ii) the connection to the Private Service Line occurs after the Meter;
 - (iii) the water consumption for all of the buildings on the lot will be measured through one Meter, and billed together through a single account with Harmony's Billing Agent; and
 - (iv) the Private Service Line must comply with the Alberta Safety Codes Act, the National Plumbing Code of Canada and other applicable legislation or codes.
- (f) Water Service to a New or Previously Unserviced Building on a Serviced Lot by a New Service Connection

A Customer may, at their own expense, provide Water Services to a new or previously unserviced building on a serviced lot through a new Service Connection provided that:

- (i) each building on the lot has its own Meter, meter setting and unique site address;
 - (ii) the new or previously unserviced building complies with the requirements of Article 8.1(b);
 - (iii) each Service Connection on the lot is connected to the Facilities by a separate Private Service Line; and
 - (iv) the Private Service Lines referred to in sub clause (iii) are not interconnected.
- (g) Prohibited Extension of the Private Service Line, Piping, Equipment or Assets

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.

ARTICLE 5 - EASEMENTS, RIGHTS-OF-WAY, AND USE OF AND ACCESS TO FACILITIES

5.1 Easements and Rights-of-Way

At the request of Harmony a Customer shall grant or cause to be granted to Harmony, without cost to Harmony, such easements or rights-of-way over, upon or under property



owned or controlled by the Customer as Harmony reasonably requires for the construction, installation, maintenance, repair, and operation of the Waterworks System.

5.2 Right of Entry

- (a) Harmony's employees, agents and other representatives shall have the right to enter a Customer's premises at all reasonable times, or at any time during an event of Force Majeure, for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing Harmony's Facilities and for any other purpose incidental to the provision of Water Services. A Customer shall not prevent or hinder Harmony's entry to the Customer's premises for any such purpose. Without limiting the generality of the foregoing, Harmony has the right to enter a Customer's premises at any reasonable hour in order to:
 - (i) install, inspect, test, read, repair, replace or remove Facilities;
 - (ii) perform necessary maintenance to Facilities;
 - (iii) investigate or respond to a Customer complaint or inquiry;
 - (iv) conduct an unannounced inspection where Harmony has reasonable grounds to believe that theft of Water Services or interference with Facilities (including but not limited to a water Meter) has occurred or is occurring; and
 - (v) take necessary corrective action to safeguard and maintain the Waterworks System.

- (b) Harmony 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;
 - (iii) where otherwise legally empowered to enter;
 - (iv) where the purpose of the entry is in accordance with Section 5.2(a)(iv) and (v) of these Terms and Conditions.

- (c) Harmony may charge a "no access fee" sufficient to cover Harmony's reasonable costs, if Harmony's lawful entry to a Customer's premises is prevented or hindered, including without limitation where Harmony determines, in its sole discretion, the



access to be unsafe, whether by a Customer not keeping a scheduled appointment or for any other cause.

5.3 Access to Waterworks System

- (a) A Customer shall be responsible for managing vegetation on the property owned or controlled by the Customer and to maintain adequate clearances to avoid interference with Harmony's Facilities.
- (b) A Customer shall not obstruct or hinder Harmony's free and direct access to any Facility, including without limitation any Service Connection, water main, valve, Curb Cock, fire hydrant, Meter or meter setting.
- (c) Harmony, in its sole discretion, may consider a safety issue as an obstruction or a hindrance to access to any Facilities and may notify the Customer of any conditions or actions required to enable access to the Facility.
- (d) Where a Customer contravenes any provision of Sections 5.1, 5.2 or 5.3 and fails to remedy such contravention within ten (10) days after receiving from Harmony a notice in writing to do so, then in addition to any other legal remedy available Harmony may take any steps necessary to remedy the contravention and may charge any costs of so doing to the Customer's Account. These steps include, but are not limited to, Turning Off Water Services in accordance with Article 10 and charging a monthly no-access fee as set out in Schedule 1.

5.4 Customer Responsibility for Use of Facilities

- (a) A Customer shall not use the Waterworks System in a manner that interferes with any other Customer's use of the Waterworks System. At Harmony's request, the Customer shall take whatever action is required to correct any interference, disturbance or adverse effect at the Customer's expense.
- (b) No Customer shall install or allow any Cross Connection that could cause or allow drinking water, in any part of the Waterworks System to become contaminated or polluted in any way.
- (c) A Customer shall control Cross Connections by the installation, maintenance and testing of approved backflow prevention measures on any temporary or permanent connection to the Potable Water system, including fire lines starting at the point of service from the public Potable Water system and in a manner consistent with the County's water & utilities Cross Connection control guideline.
- (d) A Customer must provide Harmony with 15 days advance written notice of any use of superchlorinated water within their Private Service Line or any other customer-

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owned piping, equipment or other assets that are connected directly or indirectly to the Waterworks System.

(e) Where Harmony determines that a Cross Connection prohibited by this Section exists, Harmony shall give notice to the Customer to correct the prohibited Cross Connection at the expense of the Customer within the time specified in the notice.

(f) Where the Customer fails to correct the Cross Connection in accordance with the notice, fails to allow Harmony to access the Cross Connection or where a Customer fails to comply with the County’s Cross Connection control guideline, in addition to any other penalties, the Customer shall be subject to the following:

(i) Harmony may Turn Off the prohibited supply of water for such time as the Cross Connection continues however, if the prohibited supply of water cannot, in Harmony’s sole discretion, be Turned Off, Harmony may correct the Cross Connection at the expense of the Customer, including charges for estimated consumption; and/or

(ii) one or all of the following penalties:

| | |
|--|-----------|
| Unauthorized Cross Connection | \$1500.00 |
| Failure to install authorized backflow preventer | \$1500.00 |
| Failure to test a backflow preventer | \$500.00 |
| Failure to retain test records on site | \$250.00 |
| Failure to submit a passed backflow preventer test report within 30 days | \$250.00 |
| Failure to submit a failed backflow preventer test report within 2 days | \$250.00 |
| Failure to replace a failed backflow preventer within 96 hours of notification | \$1500.00 |
| Failure to allow access to site | \$500.00 |

(g) A Customer 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 an Account has been opened by the Customer;
 - (iv) unless the water has first passed through a water Meter, except in the case of unmetered Water Service in the construction phase of a development only.
- (h) If Harmony finds any unauthorized use of the Service Connection or Water Services or any tampering with a Meter, a seal or any other Harmony Facilities or unauthorized connection or reconnection, theft, fraud, or any intentional or unintentional use of water or Water Services whereby Harmony is denied full compensation for the Water Services provided, Harmony may make changes to its Meters, or other Facilities or take other corrective action required in order to prohibit the unauthorized use of the Facilities.
- (i) Upon finding any unauthorized use of water, Harmony may Turn Off the Service Connection immediately, without notice and shall charge the Customer all costs incurred in correcting the condition, in addition to any charges for unmetered water consumed and any other rights and remedies which may be available to Harmony.
- (j) A Customer that uses water in contravention of this Section shall pay the following charges:
- (i) The applicable rate for the water used, in accordance with the Price Schedule, and where necessary due to lack of metered data based on an estimate by Harmony of the amount of water used;
 - (ii) all costs incurred by Harmony in dealing with the contravention;
 - (iii) any other charge, fee or penalty provided by the Price Schedule, these Terms and Conditions and any applicable law or regulation.

ARTICLE 6 - WATERWORKS SYSTEM EXTENSIONS

6.1 Estimated Cost

Upon a Customer's request for a new or upgraded Service Connection involving construction of new Facilities or an extension to the Waterworks System, Harmony shall prepare a proposal outlining the estimated cost of the Service Connection including all necessary new Facilities or extensions to the Waterworks System.

Where a Customer-requested new or upgraded Service Connection requires cross-lot servicing, Harmony may in its sole discretion decline to construct the Service Connection.

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6.2 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 for the proposal with Harmony.

6.3 Customer Payment for Waterworks System Extension Costs

Unless otherwise specified:

- (a) in a Water Services Agreement; or
- (b) under the provisions of a water main cost sharing program offered by Harmony;

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.

6.4 Changes to Amount Payable by Customer

Following construction completion and placing the new Facilities into service pursuant to Article 6 hereof, the amount payable by the Customer will be changed to the actual full cost of the new Facilities. Where the actual full cost exceeds the estimate, Harmony will provide the Customer with a written explanation for the change.

ARTICLE 7 - WATER SERVICE CONNECTIONS

7.1 Engineering, Design and Construction Requirements for Service Connections

- (a) Unless otherwise specified in a written agreement between Harmony and the Customer, it is the Customer's responsibility to supply at the Customer's cost:
 - (i) any plans and engineering reports pertaining to the Service Connection that Harmony may reasonably require, signed and sealed by a Professional Engineer;
 - (ii) an engineering report describing the design, construction and materials proposed, including measures to prevent adverse effects of contaminated soils, groundwater, or adverse soil conditions on the Waterworks System;
 - (iii) proof to Harmony's satisfaction, that the Service Connection and the Private Service Line meet all requirements of these Terms and Conditions, the Design and Construction Standards and the Water Services Guidelines,



and conform to the requirements of all applicable legislation including municipal bylaws and regulations;

- (iv) in the case of a Service Connection that is 40 mm (1 ½ inches) or larger in diameter, proof of satisfactory bacteriological test results for the Water Service from a laboratory accredited to perform such tests by the Province of Alberta, approved, signed and stamped by a Professional Engineer.
- (b) The Customer shall be responsible for the installation and condition of the Private Service Line and all other piping and equipment or any other assets on the Customer's side of the Service Connection Point excluding the Meter that is owned by Harmony.
- (c) The Customer shall determine whether he requires any devices to protect his premises or property from damage that may result from the use of a Service Connection or Water Services. The Customer shall provide and install any such devices at the Customer's sole expense provided that they do not obstruct or interfere with Harmony's Facilities.
- (d) The Customer shall provide Harmony with written notice of plans to demolish a structure within 5 days following the Customer's application for a demolition permit for that structure from the applicable municipal authority.
- (e) For the Customer sites described in sub-article 7.1(d), the Customer shall ensure that its Private Service Line is comprised of materials as prescribed in the Water Services Guidelines.

7.2 Multiple Dwellings

- (a) Harmony may require that each individual Dwelling within a Multiple Dwelling be metered separately and that a separate Account be opened in respect of each such Dwelling, regardless of the number of Service Connections through which water is delivered to the Multiple Dwelling.
- (b) Where Harmony and a Customer enter into a Water Services Agreement or other agreement in writing that provides for Water Service to a Multiple Dwelling to be delivered through a single Service Connection and measured by a single Meter at or downstream of that Service Connection Point, the applicable multi-residential rate in the Price Schedule will apply to the Water Service.
- (c) If a building has more than one self-contained unit, served by multiple Private Service Lines or by a Private Service Line with multiple branches, Harmony may require each self-contained unit to be metered separately and an Account to be

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opened in respect of each such Meter with the appropriate fire line and lawn services also put into Account.

ARTICLE 8 - METERS

8.1 Installation of Meters

(a) Provision and Ownership

The Utility reserves the right to require that a project developer or in its discretion, Harmony shall supply, install, and seal one or more Standard Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection subject to the following exceptions:

- (i) a Customer may decline the installation of a Standard Meter on request to Harmony provided that:
 - (a) the Customer receives Water Services at a site that is a Dwelling or Multiple Dwelling without a multiple-meter installation; and
 - (b) Harmony has regular, ongoing and safe access to the Non-Standard Meter.

The Standard Meter and related metering equipment shall remain the sole property of Harmony, regardless of whether the Customer has paid or reimbursed all or any part of Harmony's costs of supply and installation.

(b) Responsibility of Customer

Each Customer shall ensure that a location on or in the Customer's premises for Meter installation is provided, complete with an Harmony approved meter setting, as prescribed by Design and Construction Standards, and that safe and easy access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable requirements of the Water Services Guidelines as amended from time to time. The Meter location shall provide protection from freezing and physical damage. The Customer shall be liable for all Water Services received in connection with a burst Customer Meter resulting from inadequate protection.

All Meter installations, including placement, shall comply with Harmony's approved meter settings as prescribed by the Design and Construction Standards. Where the Customer fails to comply with the Design and Construction Standards, the Customer shall be subject to Turn Off in accordance with Article 10.2.



8.2 Access to Meters

Harmony may, at any reasonable time, access, read, inspect, replace, remove or test a Meter installed on or in property owned or controlled by the Customer.

8.3 Meter Testing

- (a) At the request of a Customer, Harmony 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. Harmony shall charge 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 Harmony shall retain the fee. If the Meter is found to be recording inaccurately, outside the limits of 97% to 103%, then Harmony will refund the fee to the Customer and make adjustments to previous billings for Water Services, as required.
- (b) Harmony may at any time inspect, replace or test any Meter, on its own initiative, without a Customer request. In such case no fee is payable by the Customer.

8.4 Circumvention of Meter

If under any circumstances, a person other than an employee or agent of Harmony, prevents a Meter from accurately recording the total volume of water supplied, Harmony may Turn Off the Water Services or take any other appropriate actions to ensure accurate operation of the Meter. In the foregoing circumstances Harmony may estimate the quantity of water supplied but not recorded by the Meter. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

8.5 Changes to Metering Equipment

- (a) Upon receipt of a written or verbally recorded request by a Customer, Harmony may provide metering services, other than standard metering service, in its discretion, acting reasonably, and may charge separate fees for such services. Following Harmony's acceptance of such a request, Harmony shall supply, install, test, replace and maintain the requested metering equipment. The Customer shall bear the cost of providing and installing the requested metering equipment, and the costs of operation and maintenance.
- (b) The metering equipment shall become the property of Harmony and will be maintained by Harmony. Harmony shall bill the Customer prior to installation and the Customer shall prepay the cost of installation at least fifteen (15) Business Days prior to the proposed installation date. If payment is not received by fifteen



(15) Business Days prior to the proposed installation date, Harmony shall have no obligation to proceed with the installation.

8.6 Stop and Waste Valves

It is the Customer's responsibility to ensure that the site's stop and waste valve is fully operational prior to the start of any metering services including, without limitation, installation, replacement, removal or testing of Meters.

ARTICLE 9 - CHANGES TO SERVICE CONNECTIONS OR OTHER FACILITIES

9.1 Requirement to Give Notice of Changes to Water Service Requirements

A Customer shall give to Harmony reasonable prior notice, written or verbally recorded, of any requested change to a Service Connection, to enable Harmony to determine whether or not it can accommodate such revised Water Service without changes to other Harmony Facilities.

9.2 Customer to Bear Cost of Changes to Harmony Facilities

If Harmony determines that any modifications, extensions or additions are required to existing Facilities to accommodate:

- (a) a Customer's request for changes to a Service Connection; or
- (b) any material change to a Customer's consumption of water or use of Water Services, regardless of whether the Customer requests a change to the Service Connection

the Customer is obligated to pay the full cost of such modifications, extensions or additions to Facilities, unless otherwise specified in a Water Services Agreement or under the provisions of a water main cost sharing program offered by Harmony.

9.3 Adjustment of Curb Cock Casing to Grade

Upon the request of the Customer, Harmony shall within a reasonable time adjust a Curb Cock casing to grade at no charge. The Customer shall be responsible for any loss or damages arising from a Curb Cock casing protruding above grade, where no request for adjustment has been received by Harmony, or where a reasonable time for Harmony to complete the adjustment has not elapsed.



ARTICLE 10 - WATER SERVICE TURN OFF AND TURN ON

- (a) A Turn Off does not remove the water present in a Customer's Private Service Line, equipment or other assets downstream of the Service Connection Point. It is the Customer's responsibility to drain or to otherwise protect the private assets in a manner suitable for the Customer's purposes following the Turn Off.
- (b) It shall be the Customer's responsibility to monitor the Turned Off supply for residual flow of water and to take any measures necessary to accommodate any residual flow.

10.1 Turn Off at Customer Request

- (a) Temporary Turn Off

Upon the request of the Customer and subject to payment of the applicable Water Services Turn On/Turn Off Charge(s), Harmony may temporarily Turn Off any Service Connection, provided that:

- (i) the Customer is obligated to pay any costs incurred by Harmony as a direct result of a Customer's idle Service Connection that will not otherwise be recovered;
- (ii) the Customer is obligated to pay for services and associated fees and charges as required by these Terms and Conditions, as amended;
- (iii) upon a request to restore Water Service, the Customer is obligated to pay any applicable charges outlined under section 10.3; and
- (iv) if the Service Connection remains Turned Off for more than twelve (12) months, it will be considered permanently Turned Off and all costs related to providing a new Service Connection will apply to any request from the same or any other Customer to restore the Service Connection.

- (b) Permanent Turn Off

If a Customer requests that a Service Connection be permanently Turned Off, or if a permanent Turn Off is deemed to have occurred pursuant to Section 10.1(a)(iv), the Customer billing for that Water Service will be finalized. At the discretion of Harmony, the Facilities provided by Harmony will be removed provided that the Customer remains obligated to pay for services and associated fees and charges as required by these Terms and Conditions.



If the Customer subsequently requests that the Service Connection be restored, the Customer must pay all costs associated with the original Turn Off, removal of the Facilities and restoration of the Service Connection.

10.2 Turn Off by Harmony

(a) Turn Off without Notice

If Harmony believes there is any actual or potential danger to life or property, or in any other circumstances which in Harmony's sole judgement require such action, Harmony has the right to withhold Turn On or to Turn Off a Customer's Service Connection without prior notice to the Customer. More specifically, and without limitation of the foregoing, Harmony may exercise this right in the event that:

- (i) in the opinion of Harmony, the Customer has permitted the Private Service Line or any other Customer owned equipment or assets to become hazardous or to fail to comply with applicable law, standards and codes and/or Harmony requirements, or if the use of the Service Connection may cause damage to any other Facilities;
- (ii) in the opinion of Harmony, the Private Service Line, or any other Customer owned equipment or assets have or will become unsafe or defective. In this event, the Service Connection may not be restored until the Customer owned assets are approved by the appropriate authority;
- (iii) Harmony discovers or suspects theft by the Customer of any Water Services or Harmony Facilities;
- (iv) Harmony discovers or suspects any tampering with a Meter, a seal or any other Harmony Facilities;
- (v) Harmony requires access to change its Service Connection, Meter or any other equipment to deliver Water Services in a manner consistent with these Terms and Conditions of Service; or
- (vi) the Customer changes requirements for a Service Connection or Water Services without the permission of Harmony.

When the reason for Turn Off is a concern for the health or safety of the Customer, Harmony's employees or agents, or the general public, Harmony will Turn On the Water Service only when the health or safety concern is resolved and when the Customer has provided, or has paid Harmony's costs of providing, services, permits, authorizations, devices or equipment as may be necessary to resolve the health or safety concern.

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(b) Turn Off with Notice

Harmony may withhold Turn On or may Turn Off a Customer's Service Connection (without prejudice to any of Harmony's other remedies) after providing forty-eight (48) hours advance notice to the Customer, as applicable, in the following circumstances:

- (i) if the Customer fails to pay any amount due under these Terms and Conditions, except when the Customer has formally initiated a dispute of the amount due, in writing;
- (ii) as required by law;
- (iii) if the Customer is in violation of any of these Terms and Conditions or any of the terms of a Water Services Agreement with Harmony;
- (iv) any other circumstances that Harmony determines, in its sole discretion, acting reasonably, require withholding Turn On or Turn Off of the Service Connection upon forty-eight (48) hours notice.

Where the expiration of the forty-eight (48) hours notice does not fall on a Business Day, Turn Off pursuant to this Section may occur on the next following Business Day.

- (c) If a Customer's Service Connection is subject to a Turn Off pursuant to this Section 10.2(a), Harmony shall provide a written explanation to the Customer within a reasonable time after Turn Off, including the reason for Turn Off and the actions required for Turn On.

10.3 Turn On of Water Service

Before Harmony Turns On or restores Water Service, the Customer shall:

- (a) pay any amount owing to Harmony including written off accounts;
- (b) pay a Turn On charge in an amount set out in the Price Schedule; and
- (c) be in compliance with these Terms and Conditions or any of the terms of a Water Services Agreement with Harmony.



10.4 Removal of Facilities

Upon termination of Water Service, Harmony 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.

ARTICLE 11 - CLOSING AN ACCOUNT

The Customer shall pay all fees and charges remaining on the Account including all Water Services provided up to the time of the Customer's requested end-of-service date and any further fees and charges that accrue prior to the point at which the site is enrolled with a subsequent Customer.

ARTICLE 12 - GENERAL RESTRICTIONS AND PROHIBITIONS

- (a) Except for water obtained from the Waterworks System which has been enhanced or altered in a lawful manner for resale, 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 Harmony.
- (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 Harmony.
- (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. This includes properties on which buildings straddle existing property lines.
- (d) No Customer or other person shall install or cause to be installed a branch line or tap between a Meter and the Service Connection.
- (e) No person shall take or use water from the Waterworks System in contravention of an order issued pursuant to the provisions of Section 14.6 of these Terms and Conditions.

ARTICLE 13 - LIABILITY AND INDEMNIFICATION

13.1 Limitation of Harmony Liability

- (a) Notwithstanding any other provision of these Terms and Conditions or any provision of any agreement between Harmony and a Customer relating to the provision of Water Services (a "Harmony Agreement") Harmony, its directors, officers, agents, employees and representatives ("Harmony Parties") shall not be liable to the Customer, its directors, officers, agents, employees and

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- representatives (“Customer Parties”) for any loss, injury, damage, expense, charge, cost or liability of any kind, including without limitation, liability for nuisance or any other tort that does not require a finding of intention or negligence, suffered or incurred by the Customer Parties, or any of them, 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 Harmony 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 Harmony Agreement or other act or omission by a Harmony Party, which breach or other act or omission is caused by the negligence or intentional tort of such Harmony Party.
- (b) Any liability under this Section will be limited to an amount in proportion to the degree to which the Harmony Party is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, “direct property damage” shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever.
 - (c) For greater certainty and without limiting the generality of the foregoing, Harmony is not liable for any loss, damage or physical harm to any person (except where caused by the negligence or intentional tort of a Harmony 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 any thing occurring downstream of a Service Connection Point;
 - (ii) any failure, defect, fluctuation, reduction or interruption in the provision of Water Services by Harmony to its Customers, whether resulting from the break or malfunction of any watermain, service, Meter, Private Service Line or attachment, or from the interruption in or cessation of water supply in connection with the repair or proper maintenance of the Waterworks System or for purposes of water conservation or for any other cause.
 - (d) 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 Harmony’s liability contained in these Terms and Conditions.

13.2 Release

Subject to Section 13.1 above, none of the Harmony Parties (as defined above) will be liable to any of the Customer Parties (as defined above) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer Parties or

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any of them, however and whenever caused, and each Customer Party hereby forever releases each of the Harmony Parties from any liability or obligation in respect thereof.

13.3 Harmony Not Liable to Customer

For greater certainty and without limitation to the provisions of Sections 13.1 and 13.2, Harmony Parties shall not be liable to a Customer for any damages of any kind (except to the extent the damages are caused by the negligence or intentional tort of a Harmony Party) caused by or arising from any Harmony Party's act in compliance with, or as permitted by, these Terms and Conditions, a Water Services Agreement, or any legal or regulatory requirement related to provision of Water Services.

13.4 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 Harmony, a Customer Party (as defined above) shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by Harmony Parties (as defined above), whether of a direct or indirect nature, caused by or arising from any acts or omissions of a Customer Party that result in a breach ("Breach") of these Terms and Conditions or the applicable agreement, or any negligent or wilful acts or omissions of harm of a Customer Party whether or not they constitute a Breach.
- (b) A Customer shall indemnify and hold Harmony and its employees and agents harmless from and against any claim (including any claim by another Customer of Harmony) for any loss, damage, expense, charge, cost (including legal fees), fine, penalty or other liability of any kind suffered or incurred by Harmony arising out of or in any way connected with
 - (i) any failure by the Customer to comply with these Terms and Conditions,
 - (ii) any damages to Harmony's Facilities or the facilities of another Customer caused by equipment installed or actions taken or failed to be taken by the Customer;
 - (iii) any claim, damages, or loss suffered by the Customer as a result of any act or omission of the agent acting for such 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 Harmony 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



Harmony shall have no liability or responsibility whatsoever to the Customer in respect of the claim.

13.5 Force Majeure

(a) Force Majeure Relief

If an event or circumstance of Force Majeure occurs that affects Harmony's ability to provide a Service Connection or Water Services, Harmony's obligations and responsibilities hereunder and under any agreement relating to Service Connections or provision of Water Services, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Service Connection or Water Services. All charges for consumption, including the applicable charge for base consumption, in all customer classes, will continue to be payable during the period in which Harmony claims relief by reason of Force Majeure.

(b) Notice

Harmony shall where practicable give notice of an event of Force Majeure to Customers affected and shall where practicable give notice to Customers affected when the Force Majeure event ceases to prevent performance of Harmony's obligations.

(c) Obligation to Remedy

Harmony shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

(d) Strikes and Lockouts

Notwithstanding any other provision of these Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of Harmony and Harmony may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of Harmony or deprive Harmony of the benefits of this Section 13.5.

ARTICLE 14 - ADDITIONAL PROVISIONS RELATING TO WATER SERVICES

14.1 Ownership of Facilities

Harmony remains the owner of all Facilities necessary to provide Water Services to Customers, to and including the Service Connection point, unless a written agreement

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

14.2 Proper Use of Water Services

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

- (a) the routine presence of water under pressure in the Waterworks System,
- (b) the routine use of water delivered through the Waterworks System,
- (c) the Customer's improper or negligent use of water or Water Services or Facilities, or
- (d) the negligent acts or omissions or wilful acts or omissions of the Customer or any person permitted on the Customer's property.

14.3 Compliance with Applicable Legal Authorities

Harmony 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. Harmony's obligation to provide or continue to supply a Service Connection or Water Services or to Turn Off 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 Turn Off or termination are obtained and in force.

14.4 Interference with Harmony's Property

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



14.5 Water Service Interruptions and Harmony Obligation to Respond

- (a) While Harmony takes all reasonable efforts to guard against Water Services interruptions, it does not guarantee uninterrupted Water Services or any particular standard of Water Services. Harmony shall at any time, without liability whatsoever to any Customer, have the right to discontinue or otherwise curtail, interrupt or reduce Water Services to Customers whenever Harmony reasonably determines, or when Harmony is directed by an authority having jurisdiction, that such discontinuance curtailment, interruption or reduction is:
 - (i) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of Harmony's Facilities;
 - (ii) necessary to facilitate a Customer's construction, installation, maintenance, repair or replacement of its infrastructure used to receive Water Services;
 - (iii) pursuant to non payment of amounts due and payable on a Customer's Account;
 - (iv) necessary to maintain safety and reliability of the Waterworks System; or
 - (v) 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, or Force Majeure.
- (b) Harmony shall 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; and
 - (iv) restore extended Water Service interruptions due to water main breaks, plugged or collapsed water lines or other reasons as soon as practicable.
- (c) Harmony 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 Harmony that is grossly negligent or an intentional tort.

- (d) Either Harmony or the County, or both of them jointly, 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 Harmony or the County. 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 Harmony or of the County.

14.6 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 Harmony relating to a Service Connection or Water Services without obtaining any necessary regulatory approvals and Harmony'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 Harmony has agreed to the assignment and novation. Any purported assignment by a Customer in violation of this section shall be void.
- (b) Harmony 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.

14.7 No Waiver

The failure of Harmony 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 Harmony 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 Harmony 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.



14.8 Law

These Terms and Conditions and any Water Services Agreement or other agreement between Harmony 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.

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SCHEDULE 1 - RATES AND FEES AND CHARGES

RATES

This Rate Schedule is applicable to all customers with water Meters and contains two charges: a Fixed Monthly Charge; and Metered rates.

2024 Rates

Single Family Residential

| | |
|---------------------------------|---------------|
| Fixed Monthly Charge | \$44.00 |
| Metered Rates | |
| Block 1 (up to 25 cubic metres) | \$2.45 per m3 |
| Block 2 (150% of Block 1) | \$3.68 per m3 |

Multi-Family Residential

| | |
|---------------------------------|---------------|
| Fixed Monthly Charge | \$44.00 |
| Metered Rates | |
| Block 1 (up to 20 cubic metres) | \$2.45 per m3 |
| Block 2 (150% of Block 1) | \$3.68 per m3 |

Golf Course

| | |
|-----------------------------------|---------------|
| Fixed Monthly Charge | \$150.00 |
| Metered Rates | |
| Block 1 (up to 1000 cubic metres) | \$2.45 per m3 |
| Block 2 (150% of Block 1) | \$3.68 per m3 |

Airport

| | |
|----------------------------------|---------------|
| Fixed Monthly Charge | \$150.00 |
| Metered Rates | |
| Block 1 (up to 900 cubic metres) | \$2.45 per m3 |
| Block 2 (150% of Block 1) | \$3.68 per m3 |

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Commercial

| | |
|---------------------------------|---------------|
| Fixed Monthly Charge | \$150.00 |
| Metered Rates | |
| Block 1 (up to 30 cubic metres) | \$2.45 per m3 |
| Block 2 (150% of Block 1) | \$3.68 per m3 |

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2025 Rates

Single Family Residential

| | |
|--|---------|
| Fixed Monthly Charge | \$44.88 |
| 12-month rate Rider A, per month effective January 1, 2025 | \$7.74 |

Metered Rates

| | |
|---------------------------------|---------------|
| Block 1 (up to 25 cubic metres) | \$2.50 per m3 |
| Block 2 (150% of Block 1) | \$3.75 per m3 |

Multi-Family Residential

| | |
|----------------------|---------|
| Fixed Monthly Charge | \$44.88 |
|----------------------|---------|

Metered Rates

| | |
|---------------------------------|---------------|
| Block 1 (up to 20 cubic metres) | \$2.50 per m3 |
| Block 2 (150% of Block 1) | \$3.75 per m3 |

Golf Course

| | |
|--|----------|
| Fixed Monthly Charge | \$153.00 |
| 18-month rate Rider A, per month effective January 1, 2025 | \$313.25 |

Metered Rates

| | |
|-----------------------------------|---------------|
| Block 1 (up to 1000 cubic metres) | \$2.50 per m3 |
| Block 2 (150% of Block 1) | \$3.75 per m3 |

Airport

| | |
|----------------------|----------|
| Fixed Monthly Charge | \$153.00 |
|----------------------|----------|

Metered Rates

| | |
|----------------------------------|---------------|
| Block 1 (up to 900 cubic metres) | \$2.50 per m3 |
| Block 2 (150% of Block 1) | \$3.75 per m3 |



Commercial

| | |
|---|---------------|
| Fixed Monthly Charge | \$153.00 |
| 18-month rate Rider A per month effective January 1, 2025 | \$166.15 |
| Metered Rates | |
| Block 1 (up to 30 cubic metres) | \$2.50 per m3 |
| Block 2 (150% of Block 1) | \$3.75 per m3 |

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FEES AND CHARGES

This schedule sets out the charges and fees prescribed for the following work or services rendered by the Utility.

Connection Charge

The Connection Charge recovers the cost incurred by the Utility, not otherwise recovered, of installing a Service Connection from the water main to a curb stop and, if required, a Meter at the property line of the Customer’s premises or in the building. Cost includes any administrative overhead incurred.

| | |
|--|----------|
| Water Application Fee | \$137.50 |
| Meter Fee (3/4" or 5/8" residential meter) | \$875.00 |

Administrative, Customer Care and Billing Charges

| | |
|---|--------------|
| Restriction of Water Use Violation Charge | \$200.00 |
| Illegal Connection Fee | \$500.00 |
| Unauthorized Use of a Fire Hydrant | \$750.00/day |

Interest on Cash Security Deposit

Harmony will pay interest on cash security deposits at Prime Rate published on the Bank of Canada Website less 2%, updated quarterly. For any quarter that the Prime Rate is 2 percent or less, the interest rate paid on security deposits will be 0. Payment of interest will be credited to the Customer’s account in January of each year.

Account Application Charge

Applicable To all Customers who apply for a new Account or change Accounts for Water Services.

| | |
|-------------|---------|
| Rate | \$75.00 |
|-------------|---------|

Dishonored Payment Fee

Applicable To any returned payment for non-sufficient funds.

| | |
|-------------|---------|
| Rate | \$50.00 |
|-------------|---------|



Meter Installation or Removal Charge

Applicable To all Customers, but most commonly for seasonal Customers for whom a Meter is removed and installed annually, and for Customer-initiated connection and disconnection of water Meters and/or associated metering devices.

| | | |
|-------------|-----------------|-------------|
| Rate | Up to 1" | \$200.00 |
| | 1" to 2" | \$300.00 |
| | Over 2" | Actual Cost |
| | Seasonal Meters | Actual Cost |

Meter Test Charge

Applicable To all Customers who request that their Harmony water Meter be tested, and the results of the test indicate that the Meter is operating within prescribed standards.

| | | |
|-------------|----------|-------------|
| Rate | Up to 1" | \$200.00 |
| | 1" to 2" | \$275.00 |
| | Over 2" | Actual Cost |

Off-Cycle Meter Read Charge

Applicable To all Customers who require a Meter reading on a date other than their regularly scheduled monthly Meter read date.

| | |
|-------------|---------|
| Rate | \$12.52 |
|-------------|---------|

Non-Standard Meter Read Charge

Applicable To all Customers who decline the installation of a Standard Meter.

| | |
|-------------|-------------------|
| Rate | \$49.03 per month |
|-------------|-------------------|

Non-Standard Meter Installation Charge

Applicable To all Customers who after installing a Standard Meter revert back to a Non-Standard Meter.

| | |
|-------------|----------|
| Rate | \$200.00 |
|-------------|----------|



Damage Repair Charge

Applicable To all Customers for whom Harmony must repair or replace damaged water valves, Meters, remote meter reading devices or other Harmony equipment or appurtenances, where the equipment or appurtenance is under the Customer's care or has been operated or interfered with by the Customer.

Rate Actual Cost plus \$100.00

Tampering Charge

Applicable To all Customers for whom Harmony must investigate, repair, or replace damaged water infrastructure as a result of unauthorized use or tampering.

Rate Cost to repair plus \$250.00

Missed Appointment Charge

Applicable To all Customers who do not keep a scheduled appointment with any Harmony representative.

Rate \$60.00 per missed appointment.

Harmony Missed Appointment Credit

Applicable For instances in which Harmony does not keep a scheduled appointment for a Customer without giving reasonable notice.

Rate \$60.00 credit to Customer per missed appointment.

No Access Charge

Applicable To all Customers who do not allow access by Harmony to install, inspect, test, maintain, repair, investigate, replace or remove Facilities, including a Meter, for a period of 6 consecutive months.

Rate \$40.00 per month



Customer Locate Fee

Applicable To all Customers who fail to notify Harmony that they have taken possession of a site and Harmony is required to conduct searches to identify the Customer.

Rate \$20.00

Hydrant Permit Charge

Applicable To all customers who obtain Water Services through fire hydrants.

Rate Hydrant Application Fee, annual, per permit \$90.00
Hydrant Meter Service Charge \$50.00 per month
Consumption Charge

All consumption will be charged at the current and effective rate for multi-family residential, as updated annually.

Construction Service Charge

Applicable To all Customers who obtain water at a site during the construction period, prior to the premises going into account for billing.

Rate \$0.44 / \$1000.00 of construction cost.

Water Service Turn-On / Turn-Off Charge

Applicable To all Customers requesting a Water Service be Turned On or Turned Off (excludes Turn On related to non-payment on Account).

Rate During regular hours \$130.00¹ per site visit
Required outside regular working hours \$160.00² per site visit
Required within 48 hours of request \$240.00³ per site visit

- 1 Customer will receive a \$65.00 credit if Turn Off and Turn On service can be scheduled and completed in one site visit.
- 2 Customer will receive a \$80.00 credit if Turn Off and Turn On service can be scheduled and completed in one site visit.



3 Customer will receive a \$120.00 credit if urn off and turn on service can be scheduled and completed in one site visit.

Water Service Turn-On Charge, After Turn-off for Non-Payment

Applicable To all Customers who require a Water Service to be Turned On after having been Turned Off due to non-payment on Account.

| | | |
|-------------|--|-------------------------|
| Rate | During regular hours | \$80.00 per site visit |
| | Required outside regular working hours | \$100.00 per site visit |
| | Required within 48 hours of request | \$120.00 per site visit |